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Page 622 of DocId: 34222222
 Name: James M. Egan
 Registry: Registry

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[unclear] of himself and [unclear]

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of the second part.

Signed, Sealed and Delivered in Presence of	William G. Potts	(R. S.)
Robert H. Curtis	William A. Potts	
Mary Ann Morris	Blanche M. Potts	(R. S.)
	Blanche M. Potts	
		(R. S.)
		(R. S.)

Robert B. Curtis Jackson County, Md.
My commission expires May 8 -

APPROXIMATE FIELD AND CHARACTER

Rec 02-13, 1951

36-2-4

L28

A-3-1

OIL AND GAS LEASE

Agreement: Made and entered into the 1st day of OCTOBER 1950 by and between GORDON AND MARGUERITE STERNER

of ALBION, MICHIGAN hereinafter called lessor (whether one or more), and EDWARD R. RUNYAN of JACKSON, MICHIGAN hereinafter called lessee:

Witnesseth: That the said lessor, for and in consideration of ONE OR MORE Dollars in cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations, and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the Township of JACKSON County of CALHOUN State of MICHIGAN described as follows, to wit: LOT NUMBER 28 OF SUPERSEDED

PLAT OF SECTION 36, TOWN 2 SOUTH OF RANGE 4 WEST, SHEPHERD TOWNSHIP, CALHOUN COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREIN RECEIVED IN BOOK 9A OF PLAT ON PAGE 7, IN THE OFFICE OF THE REGISTER OF DEEDS OF CALHOUN COUNTY, MICHIGAN of Section 36 Township 2 S Range 4 W and containing TWENTY (20) acres, more or less.

It is agreed that this lease shall remain in force for a primary term of ONE (1) years from this date and if lessee shall commence to drill within said primary term or any extension thereof, the said lessee shall have the right to continue drilling to completion with reasonable diligence and said term shall extend as long thereafter as oil and gas, or either of them, is produced by lessee from said land or from a communitized said as hereinafter provided.

In consideration of the premises the lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, into tank, reservoir or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas. Where such gas is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the yearly delay rental as provided by the provisions of this lease, payable annually at the end of each year during which such gas is not sold or used, and while such royalty is so paid or tendered the lease shall be held as a producing property under the above paragraph setting forth the primary term hereof. Lessor is to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable monthly at the prevailing market rate of the month of the well.

If no well be commenced on said land on or before the 1st day of JANUARY 1951, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or the lessor's credit in the sum of Twenty (\$20.00) or its successors, which shall continue as the depository

regardless of changes in ownership of said land, the sum of TWENTY (\$20.00) dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 (12) months from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessor and the depositing of such currency, draft or check in any postoffice, with sufficient postage and properly addressed to the lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessor's option of extending that period as aforesaid and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payments of rentals in the same amount and in the same manner as hereinabove provided. And it is agreed that on the resumption of the payments of rentals as above provided, the last preceding paragraph hereof governing the payment of rentals and the effect thereof shall continue in force as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessor's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessor's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessor's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to drive and remove casing.

For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or commingle said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately forty (40) acres and/or a gas development unit of not more than approximately one hundred and fifty (150) acres, but lessee shall in no event be required to drill more than one well on said unit. If such oil or gas well shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied, in this lease, and lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the lessor within the boundaries of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, use of material and equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer of assignment of a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rentals.

Whenever any well or wells on said lands shall be used by lessee for the injection of water, brine or other fluids produced from lands other than said leased premises for disposal as a conservation measure, lessee shall pay to the lessor the sum of One Hundred Dollars (\$100.00) per year for each well or used in addition to all other considerations specified in this lease. The injection of water, brine or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water and lessee agrees to protect adequately lessor's property from injury as a result of any of its operations.

WITNESSED

100-10

If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the provisions, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, if the leased premises consists of two or more non-adjacent tracts, this paragraph shall apply separately to each non-adjacent tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be operative as to such portion so consolidated. There shall be no obligation on the part of the lessee to effect wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or recording books.

Lessor hereby warrants and agrees to defend the title to said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payments, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessee, for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

Lessor may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or sending a release thereof to the lessee, if lease is not recorded, or by placing a release thereof of record in the proper county, if lease is recorded; and if surrendered only as to a part of said lands, any delay rentals or acreage payment which may thereafter be payable hereunder shall be reduced proportionately. IF UNRECORDED LEASE IS SOLD, RECEIPT SHALL BE DEEMED EVIDENCE OF SURRENDER AND LEASE

THE WELL IS GUARANTEED TO BE DRILLED FIFTY-FOUR (44) FEET DEEP, UNLESS OIL IS AT A LESSER DEPTH OR A PERMANENT OIL WELL.

IN TESTIMONY WHEREOF WE SIGN, This 1st day of OCTOBER, 1917

WITNESSES:	<u>Rollins Ayers</u>	<u>Charles Stevens</u>	SEAL
	<u>Margaret Stevens</u>	<u>Margaret Stevens</u>	SEAL
	<u>Charles Henderson</u>	<u>Margaret Stevens</u>	SEAL
			SEAL
			SEAL
			SEAL

STATE OF Michigan COUNTY OF Benzie MR. ACKNOWLEDGMENT TO THE LEASE

On this 1st day of October, A.D. 1917, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared:

GIRLIN STEVENS & MARGARET STEVENS

to me known as the persons described in and who executed the foregoing instrument and acknowledged that they had executed the same as their free act and deed.

Notary Public: Rollins Ayers County: Benzie

My Commission Expires: Sept 2nd 1918 This Acting in: Michigan County: Benzie

STATE OF _____ COUNTY OF _____ MR. ACKNOWLEDGMENT TO THE LEASE

On this _____ day of _____, A.D. 19____, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared:

to me known as the persons described in and who executed the foregoing instrument and acknowledged that they had executed the same as _____ free act and deed.

Notary Public: _____ County: _____

My Commission Expires: _____ This Acting in: _____ County: _____

OIL AND GAS LEASE

FROM GIRLIN STEVENS & MARGARET STEVENS

TO Charles A. Stevens

Dated _____ 19____

Between _____

No. _____

County _____

Term _____

This instrument was filed for record on the _____ day of _____ 19____, and duly recorded in Book _____ Page _____ of the _____

By _____

When Recorded Return to _____

Notary Public _____

575

RECORDED IN DEEDS

RECORDED

895 (Rev. 1967) **WARRANTY DEED**—TO TENANTS BY THE ENTIRETY—SHUNT—
(Private Copy Filled) DO NOT WRITE IN THESE SPACES SPACE ABOVE FOR REAL ESTATE TRANSFER STAMP

JUN 3 2 01 PM '83

This Indenture, made May 31, 1983
BETWEEN GORDON D. STEVICK and MARGUERITE M. STEVICK,
husband and wife, of Route #1, Crystal Lake, Cement City,
Michigan,
and LUSTER PRATER and OLLIE MAE PRATER,
whose address is: 28546 F Drive North, Albion, Michigan,

CLERK REGISTER
CALHOUN COUNTY MICH

Witnesseth, That the said party of the first part, for and in consideration of Ten Thousand and no/100-----
(\$10,000.00)-----Dollars

to him in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents
grant, bargain, sell, remise, release, alien and confirm unto the said parties of the second part, their assigns, the survivor of them, his or her heirs
and assigns, FOREVER, all that certain piece or parcel of land situate and being in the Township of
Sheridan, County of Calhoun and State of Michigan, and described as follows, to-wit:

Commencing at the Southwest corner of Lot 28 of the Supervisor's Plat of
Sheridan Township, according to the Plat thereof recorded in Liber 9A of
Plats at Pages 7-10; thence North 250 feet along the West line of said Lot
28; thence East 300 feet; thence South to the South line of said Lot 28;
thence Westerly along the South line of said Lot 28 to the point of
beginning.

Township of Sheridan, Calhoun County, Michigan.
Subject to easements and restrictions of record.

State of Michigan } JUN 3 1983
County of Calhoun }

I certify that there are no tax liens on titles held by the State on the lands described in this
instrument, and that there are no tax liens or titles held by individuals on said lands for the
preceding the date of this instrument, as appears in my office. This certificate does not
include taxes, if any, now in process of collection.

[Signature]
Treasurer of Calhoun County

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the
said premises, as herein described, with the appurtenances, unto the said parties of the second part, their assigns, the survivor of them, his or
her heirs and assigns, FOREVER. And the said party of the first part, for his heirs, executors and administrators, does covenant, grant, bargain
and agree to and with the said parties of the second part, their assigns, the survivor of them, his or her heirs and assigns, that at the time of the
executing and delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbrances
whatever

and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever,

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed and Delivered in Presence of

[Signature]
John A. Kendall

[Signature]
Amy L. Bocanegra

[Signature]
Gordon D. Stevick

[Signature]
Marguerite M. Stevick

[Signature]

1275-558

STATE OF MICHIGAN, }

COUNTY OF CALHOUN }

On May 31, 1983

Gordon D. Stevick and Marguerite M. Stevick,

to me known to be the same person S described in and who executed the within instrument, who each severally
acknowledged the same to be their free act and deed

This Instrument Prepared By:
Schroeder, DeGraw, Kendall & Mayhall
By: John A. Kendall
203 East Michigan Avenue
Marshall, Michigan 49068

[Signature]
John A. Kendall, Notary Public,
Calhoun County, Michigan.
My commission expires May 7, 1984

SEE FOOT NOTES ON OTHER SIDE

Tax Roll No. 13-19-362-045-00

THIS AGREEMENT made this 08th day of November 1986, between
Luster Prater and Ollie Mae Prater

husband and wife

lessor (whether one or more), whose address is: 29951 East Erie Street, Albion, Michigan 49224
and PPG OIL & GAS CO., INC., A DELAWARE CORP., OF 600 S. CHERRY ST., SUITE 1020, DENVER, CO 80222 lessee, WITNESSETH:

1. Lessor, in consideration of ten dollars and other good and valuable consideration receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil, gas, sulphur and all other minerals produced in conjunction therewith, together with the right to make surveys on said land, lay pipelines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build dikes, power stations, telephone lines and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto, when said adjacent land is spaced, pooled, or unitized with any lands covered

hereby. The land covered hereby, herein called "said land", is located in the County of Calhoun, Township of Sheridan

State of Michigan

and is described as follows:

Township 2 South, Range 4 West, Michigan Meridian

Section 36: A parcel of land in the SE $\frac{1}{4}$ described as part of Supervisor's Plat

Lot 28 commencing in the Southwest corner of Lot 28; thence North 250 feet along the West line of Lot 28; thence East 300 feet; thence South to South line of Lot 28; thence Westerly along South line of Lot 28 to the point of beginning.

This lease also covers and includes any land contiguous to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 1.8 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of five (5) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor in the pipeline to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipeline or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipeline oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Chemical Bank

South 200 West Cass St at Albion, Michigan 49224 or its successors, which shall continue as the depository, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder shall not have the effect of exchanging or transferring any interest under this lease between parties. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to install and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

426-257

LIBER 1428 PAGE 257

the foregoing obligations, and covenants of this lease shall extend to and be binding upon the parties hereto, their heirs, assigns, successors, and assigns. No change or division in the ownership of said land, royalties or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any act by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3, hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of the lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

12. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws insofar as they may in any way affect the purpose for which this lease is made.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Witnesses:

Witness: Joseph M. Schmitt

Witness: Carolyn A. Seelye

Luster Prater

No.

313-344776

Ollie Mae Prater

No.

403-52-4753

No.

No.

STATE OF Michigan

ACKNOWLEDGEMENT

LIBER 1426 PAGE 258

COUNTY OF Calhoun

The foregoing instrument was acknowledged before me this 10th day of November, 1986, by

Luster Prater and Ollie Mae Prater, husband and wife

My Commission Expires: 10-30-88

Notary Public in and for

Calhoun

County, State of

Michigan

Acting in

County, Michigan

STATE OF _____

ACKNOWLEDGEMENT

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 19____, by

My Commission Expires: _____

Notary Public in and for _____

County, State of _____

This instrument prepared by Joseph M. Schmitt of

Box 1363, Jackson, Michigan 49204

When recorded return to:

This lease was filed the _____ day of _____, 19____,
at _____ o'clock _____ m. and recorded in Book _____ Page _____ of the
_____ Records of this office.

Register of Deeds of _____

County, _____

RECORDED IN DEEDS

WARRANTY DEED—SHURY—891 (REV. 1967)
(PHOTO COPY FORM) DOUBLE-DAT 801 & CO. KALAMAZOO, MICH. SPACE ABOVE FOR REAL ESTATE TRANSFER STAMP

This Indenture, made November 2, 19 87
BETWEEN GORDON D. STEVICK and MARGUERITE M. STEVICK,
husband and wife, Lot 1, Crystal Lake, Cement City,
MI 49233

and JEROME L. RICHARDSON, a single man,

of the first part,

party of the second part,

whose address is 5795 County Farm Road, Jackson, MI 49201

Witnesseth, That the said party of the first part, for and in consideration of One Dollar and other good and valuable consideration

to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, his heirs and assigns,

FOREVER, all that certain piece or parcel of land situate and being in the Township

of Sheridan County of Calhoun

and State of Michigan, and described as follows, to-wit:

A parcel, being a portion of Lot No. 28 of Supervisor's Plat of Section 36, town 2 south of range 4 west, Sheridan Township, Calhoun County, Michigan, according to the plat thereof, recorded in Liber 9A of Plats on page 7, in the office of the Register of Deeds of Calhoun County, Michigan, specifically described as follows:

COMMENCING at the southeast corner of said Lot No. 28, thence north along said east lot line of said Lot No. 28 a distance of 720 feet for point of beginning of this description; thence South 720 feet along said east lot line to the southeast corner of said lot; thence westerly along the south lot line of Lot No. 28 a distance of 389.3 feet; thence northerly a distance of 350 feet parallel to the east lot line of said Lot No. 28; thence easterly parallel to the north lot line of said Lot No. 28 to a point 200 feet westerly of the east lot line of said Lot No. 28; thence northerly to a point 200 feet west of point of beginning of this description, said point being on a line parallel with the north lot line of said Lot No. 28; thence easterly 200 feet parallel to the north lot line of Lot No. 28 to point of beginning of this description.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the said premises, as herein described, with the appurtenances, unto the said party of the second part and to his heirs and assigns, FOREVER. And the said party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever except as noted above

and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever, except as noted above.

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, and Delivered in Presence of

Donna Schneider
Donna Schneider

Diana Wright
Diana Wright

Gordon D. Stevick

Marguerite M. Stevick

Marguerite M. Stevick

LIBER 1433 PAGE 170

STATE OF MICHIGAN.

on November 2, 19 87

COUNTY OF Hillsdale

before me, a Notary Public, in and for said County, personally appeared Gordon D. Stevick and Marguerite M. Stevick

to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

PREPARED BY:
RICHARD L. HEDSTROM
2530 Spring Arbor Road
Jackson, MI 49203

Donna Jean Schneider
Donna Jean Schneider Notary Public,
Hillsdale Jackson County, Michigan,
My commission expires May 1, 19 90



This Indenture, Made this 30th day of April

in the year of our Lord one thousand nine hundred and fifty-one.

BETWEEN Harvey J. Martin and Mildred Martin, husband and wife,

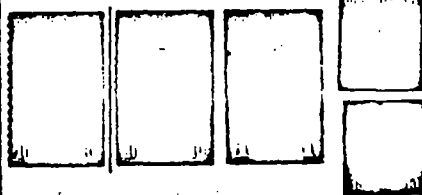
of the first part, and Oscar J. Sommer and Leona H. Sommer,
 R.P.D. #2
 Albion, Michigan

husband and wife, as tenants by the entirety, of the second part,
WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One and 00/100 (\$1.00) and other good and valuable considerations Dollars to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents, grant, bargain, sell, remise, release, alien and confirm unto the said parties of the second part, and their assigns, and the survivor of them, his or her heirs or assigns, Forever, all that certain piece or parcel of land situate and being in the Township of Sheridan County of Calhoun and State of Michigan, and described as follows, to-wit:

The North fourteen and three one-hundredth acres of the following described land: The west half of the east half of the southeast quarter of section thirty-six in town 2 south of range 4 west or so much of said land as lies north of the Michigan Central Railroad. Also that piece of land commencing at a stake which stands on the quarter line and north 87° east seven chains and eighty-six links from the northwest corner of the east half of the southeast quarter of said section thirty-six; thence south 40° east parallel with the east line of said section four chain twenty-six links; thence north 87° E. two chains and thirty links; thence north 40° west four chains and twenty-six links to the quarter line; thence south 27° west two chains and thirty links to place of beginning. Also a piece of land containing about five acres lying south of the Allison-Jackson Road off from the east half of the northeast quarter of said section thirty-six, containing in all about twenty acres.

Excepting and reserving therefrom the following:

Beginning at the intersection of the center line of U.S. 12 Highway with the fence line, go along on the East line of Section 36, Town 2 South, of Range 4 West, thence South 1° 03' East true bearing along an old fence as occupied 460 feet to a 1/2" iron pipe; thence South 88° 39' West along a wire fence 97.7 feet to a 1/2" iron pipe; thence North 12° 03' East 431.3 feet to the center line of U.S. 12 Highway; thence North 72° 34' East along said highway center line, 101.33 feet to point of beginning, and containing exactly 1 acre of land and lying in the Southeast corner of the Northeast 1/4 and the Northeast corner of the Southeast 1/4 of Section 36, Sheridan Township, Calhoun County, Michigan.



STATE OF MICHIGAN
 COUNTY OF CALHOUN
 MAY 4 1951
 I, the undersigned, being the duly qualified and sworn Register of Deeds for the County of Calhoun, do hereby certify that the foregoing is a true and correct copy of the original record of the above described instrument as the same appears in the records of the State of Michigan.
 [Signature]
 Register of Deeds

This certification covers Lot 27
 Supervisor's Plat of Section 36

Together with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining: To Have and to Hold the said premises, as above described, with the appurtenances, unto the said parties of the second part, and to their assigns, and the survivor of them, his or her heirs or assigns, Forever. And the said Harvey J. Martin and Mildred Martin

for their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the parties of the second part, their assigns, and the survivor of them, his or her heirs or assigns, that at the time of the executing and delivery of these presents they are well seized of the above granted premises in Fee Simple; that they are free from all incumbrances whatever

1951 649 MR523

and that they will and their heirs, executors and administrators shall *Warrant and Defend* the same against all lawful claims whatsoever.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand & seal & the day and year first above written.

Signed, Sealed and Delivered in Presence of

Harvey J. Martin (L. S.)
Noble O. Moore (L. S.)
Mildred Martin (L. S.)
Howard R. Dean (L. S.)

STATE OF MICHIGAN,

County of CALHOUN

On this 30th day of April in the year one thousand nine hundred and fifty-one before me, a Notary Public Harvey J. Martin and Mildred Martin in and for said County, personally appeared

to me known to be the same persons described in and who executed the within instrument, who have acknowledged the same to be their free act and deed.

Noble O. Moore
 Noble O. Moore
 Notary Public, Calhoun County, Michigan
 My commission expires April 26, 1954.

1. See Act No. 179, of the Public Acts of 1941, regarding the address of each of the Clerks in each Court of County or Assignment of said State, including the State of Michigan, where such numbers are to address the, or, if not, the Post-office address shall be highly printed, typewritten, or stamped in each instrument.

2. PRINT, TYPEWRITE OR STAMP names of the Witnesses and Notary Public immediately underneath each signature.

1903
WARRANTY DEED
 Typewriter Sheet Four—To Transcribe by the Entirety

HARVEY J. MARTIN
 AND
 MILDRED MARTIN

TO
 OSCAR J. SOMMERS
 AND
 LEONA H. SOMMERS

REGISTER'S OFFICE,
 Calhoun County,
 This instrument was presented and received for Record this 1st day of May, A. D. 1951, at 2:30 p.m., and recorded in Liber 649 of Deeds, as a proper certificate was furnished in compliance with Section 2431, Compiled Laws of 1929, as amended.
Frank M. Eddy
 Register of Deeds

OK
Apr. 21.15

RECORDED IN DEEDS

Booked *Sept 19-1885*
at *7:00* o'clock *P.M.*
Lib. *716* of Deeds, Page *223*
Frank M. Edley
Recorder

This Indenture, made the 12th day of September 1885
between PATRICK HICKEY, an un-married man, and MILDRED M. HICKEY,
an un-married woman, formerly Mildred M. Hickey Goldston,
they being all of the Heirs at Law of Asenath M. Hickey,
deceased,
and FRANK D. WALTZ, 135 W. Green St., Marshall, Michigan of the first part,

Witnesseth, That the said part 1st of the first part, for and in consideration of the sum of
One Dollar
to them in hand paid by the said part 2d of the second part, the receipt whereof is hereby confirmed and acknowledged, do
by these presents grant, bargain, sell, assign, release and convey QUIT-CLAIM unto the said part 2d of the second part, and to
his heirs and assigns, forever, all that certain piece or parcel of land situated in the
Township of Sheridan in Calhoun County, and State of Michigan, and described
as follows:

The West Half (1/2) of the East Half (1/2) of the Southeast Quarter (1/4) of
Section 36, Town 2 South, Range 4 West, excepting a parcel described as
follows: Commencing at a point 7 Chains 86 Links East of the Northwest
corner thereof, on the East and West Quarter (1/4) Line; thence South
4 Degrees East 4 Chains 26 Links; thence North 87 Degrees East 2 Chains
and 30 Links; thence North 4 Degrees West 4 Chains and 26 Links to the
Quarter (1/4) Line; thence South 87 Degrees West 2 Chains 30 Links to the
place of beginning, subject to right of way granted to Calhoun County
by deed recorded in Liber 306, page 59, and railroad right of way, if
any.

(As this deed is given for the purpose of clearing title and no taxable
consideration having been paid, no revenue stamps are affixed.)

Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining To Have and to Hold the said
above described premises and the appurtenances to the said part 2d of the second part, and to
his heirs and assigns, to the sole and only proper use, benefit and behoof of the said part 2d
of the second part, his heirs and assigns, forever.

In Witness Whereof, The said part 1st of the first part do, their hands and seals the day
and year first above written.

Signed, Sealed and Delivered in Presence of
George H. DeWand Patrick Hickey (L. S.)
George H. DeWand Patrick Hickey
Karlene W. Comstock Mildred M. Hickey (L. S.)
Karlene W. Comstock Mildred M. Hickey (L. S.)
Karlene W. Comstock (L. S.)

STATE OF MICHIGAN.)
County of Calhoun ss. On this 12th day of September 1885
I, George H. DeWand, a Notary Public
in and for said County, personally appeared
Patrick Hickey and Mildred M. Hickey
to me known to be the same persons as described in and who executed the within instrument, who
acknowledged the same to be their own free act and deed.

1885 716 RT 223
George H. DeWand My commission expires June 2, 1885
Calhoun County, Michigan

1 See Act No. 179 of the Public Acts of 1881, requiring the address of each of the Clerks of the Courts in each Field of Jurisdiction in Michigan, including the State
Notary Public, to be a resident of the State, and that the said Clerks shall be sworn to by the proper authorities, in duplicate in each instance.
2 When the commission is made in duplicate, the following shall be inserted: "In witness whereof, I, the Notary Public, have hereunto set my hand and seal this 12th day of September 1885."
3 PRINT PLAINLY IN PLATE of person entering the instrument, also address of the Notary Public, immediately underneath each signature.
APPROXIMATE WORD AND CHARACTER COUNT 177

OIL AND GAS LEASE

Agreement: Made and entered into this 30th day of September 1950 by and between OCEAN AND LOMA SCHOEN

of AYTON, MICHIGAN hereinafter called lessor (whether one or more), and DONALD E. HUNTON of JACKSON, MICHIGAN hereinafter called lessee.

Witnesseth: That the said lessor, for and in consideration of CASH AND OTHER Dollars 5 cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on part of lessor to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations, and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the Township of SHERIDAN County of CALHOUN State of MICHIGAN described as follows, to wit:

SUPR'S PLAT OF SEC 36 LOT 27 EXC A PARCEL OF 1 ACRE BEG IN CTR OF USA 12 & EXT'GE 8 ON E SEC LINE 460 FT. N 97.7 FT. N TO HWY, ONLY ALC HWY TO RBL.

of Section 36 Township 35 Range 1 and containing THIRTY (20) acres, more or less.

It is agreed that this lease shall remain in force for a primary term of ONE (1) years from this date and if lessee shall commence to drill within said primary term or any extension thereof, the said lease shall have the right to continue drilling to completion with reasonable diligence and said term shall extend as long thereafter as oil and gas, or either of them, is produced by lessee from said land or from a communitized well as hereinafter provided.

In consideration of the premises the lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, into tank reservoir or into the pipe line to which lessee may connect, wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas. Where such gas is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the yearly delay rental as provided by the provisions of this lease, payable annually at the end of each year during which such gas is not sold or used, and while such royalty is so paid or tendered this lease shall be held as a producing property under the above paragraph setting forth the primary term hereof. Lessor is to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable monthly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 30th day of SEPT. 1950 this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or the lessor's credit in the sum of _____ Dollars at _____

or its successors, which shall continue as the depository

regardless of changes in ownership of said land, the sum of THIRTY (\$ 20.00)

dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessee and the depositing of such currency, draft or check in any postoffice, with sufficient postage and properly addressed to the lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinabove provided. And it is agreed that on the resumption of the payments of rentals as above provided, the last preceding paragraph herein governing the payment of rentals and the effect thereof shall continue in force as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the lessor only as the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 100 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

For the purpose of oil and or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communitize said premises or any part thereof, with other land to comprise an oil development unit of not more than approximately forty (40) acres and or a gas development unit of not more than approximately one hundred sixty (160) acres, but lessee shall in no event be required to drill more than one well on said unit. If such oil or gas well shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied, in this lease, and lessee shall participate in the one-eighth (1/8) royalty from such oil and or gas development unit only in the proportion that the number of acres owned by the lessor within the limitations of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, use of material and equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall, or binding on the lease until after the lease has been furnished with a written transfer or assignment of a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignor or assignors of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rentals.

Whenever any well or wells on said lands shall be used by lessee for the injection of water, brine or other fluids produced from lands other than said leased premises for disposal as a conservation measure, lessee shall pay to the lessor the sum of One Hundred Dollars (\$100) per year for each well so used in addition to all other considerations specified in this lease. The injection of water, brine, or other fluids into sub-surface strata shall be made only into strata below the zone furnishing domestic fresh water and lessee agrees to protect adequately said strata from injury as a result of any of its operations.

108.17

12-4-2

12-4-2 8

If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-adjacent tracts, this paragraph shall apply separately to each non-adjacent tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be operative as to such portion so consolidated. There shall be no obligation on the part of the lessor to effect wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

Lessor hereby warrants and agrees to defend the title to said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payments, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to the lessor, if lease is not recorded, or by placing a release thereof of record in the proper county, if lease is recorded; and if surrendered only as to a part of said lands, any delay rentals or acreage payment which may thereafter be payable hereunder shall be reduced proportionately.

IN TESTIMONY WHEREOF WE SIGN, This the 12 day of October 1939
Witness: Donald D. Remy Oscar Sommer (SEAL)
Charles H. Remy Oscar Sommer (SEAL)
Charles H. Remy Leona Sommer (SEAL)
Charles H. Remy Leona Sommer (SEAL)
Charles H. Remy Leona Sommer (SEAL)
Charles H. Remy Leona Sommer (SEAL)

STATE OF Michigan SE. ACKNOWLEDGMENT TO THE LEASE
COUNTY OF Calhoun
On this 12 day of October A. D. 1939, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared
Oscar Sommer and Leona Sommer MAN & WIFE
to me known as the persons described in and who executed the foregoing instrument and acknowledged that they had executed the same as their free act and deed.
My Commission Expires September 12 1941 Acting in Calhoun County, Michigan

STATE OF _____ SE. ACKNOWLEDGMENT TO THE LEASE
COUNTY OF _____
On this _____ day of _____ A. D. 19____, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared
to me known as the persons described in and who executed the foregoing instrument and acknowledged that they had executed the same as _____ free act and deed.
My Commission Expires _____ Acting in _____ County, _____

✓

OIL AND GAS LEASE	
FROM	TO
OSCAR SOMMER AND LEONA SOMMER	REWARD RICHIE
Dated _____ 19____	Section _____ Township _____ Range _____
No. Acres _____	County _____
Town _____	
This instrument was filed for record on the <u>12</u> day of <u>October</u> 19 <u>39</u> , which is the day of recording in Book <u>75</u> of the Calhoun County, Michigan.	
By _____	Deputy _____
When Recorded _____	Return to _____
Produce of _____	_____

5 375

RECORDED IN DEEDS

COUNTY OF CALHOUN

I hereby certify that there are no tax liens or other liens by the State on the lands described in the within instrument, and that there are no taxes or other taxes held by said State on said lands in the five years preceding the date of this instrument and that the same for said period of five years are shown by the records of this office.

Recorded Aug 22 1890
in Lib. 122 of Deeds Page 197
Shank N. Elly
Register of Deeds

WARRANTY DEED—To Holders of said Deeds—said Deeds are shown by the records of this office.

This Indenture, made this 9th day of August, 1890, between OSCAR J. SOMMER and LEONA M. SOMMER, Husband and Wife,

and Richard Day and Geraldine M. Day, of Route 1, Albion, Michigan,

Witnesseth, That the said part 108 of the first part, for and in consideration of the sum of One (\$1.00) and other good and valuable consideration to them in hand paid by the said parties of the second part, the receipt whereof is hereby confirmed and acknowledged, do by these presents grant, bargain, sell, remise, release, alien and confirm unto the said parties of the second part, their assigns, the survivors of them, his or her heirs and assigns, Forever, all that certain place or parcel of land situate and being in the Township of Sheridan County of Calhoun and State of Michigan, and described as follows, to-wit: Commencing at the Northwestern corner of Lot Number Twenty-Seven (27) of the Recorded Supervisor's Plat Section 36, Town 2 South, Range 4 West, Sheridan Township, Calhoun County, Michigan, as recorded in Liber 9-A of Plats, on page 8, in the Office of the Register of Deeds, Calhoun County, Michigan; thence South 0 Degrees 03 Minutes East along the Westerly line of said lot 406.95 Feet to a corner of said lot; thence South 88 Degrees 29 Minutes East 235 Feet to an iron stake; thence North 1 Degree 40 Minutes West 482.7 Feet to the Northwestern line of said lot; thence South 72 Degrees 34 Minutes West 232 Feet to the place of beginning. Being part of Lot Number 27 of Supervisor's Plat Section 36, Sheridan Township.

Together with all and singular the benefits and appurtenances thereto in anywise appertaining: To Have and to Hold the said premises, with the appurtenances, unto the said part 108 of the second part, their assigns, the survivors of them, his or her heirs and assigns, Forever. And the said Oscar J. Sommer and Leona M. Sommer, part 108 of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their assigns, the survivors of them, his or her heirs and assigns, that at the time of the executing and delivery of these presents they are well seized of the above granted premises in fee simple; that they are free from all incumbrances whatsoever.

and that they are and their heirs, executors, and administrators shall forever defend the same against all lawful claims whatsoever.

In Witness Whereof, The said part 108 of the first part by their hands on the day and year first above written.

Signed, Sealed and Delivered in Presence of

George H. DeMund
Noble O. Moore

Oscar Sommer
Leona M. Sommer

STATE OF MICHIGAN.

County of Calhoun. On this 9th day of August 1890 before me, a Notary Public Oscar J. Sommer and Leona M. Sommer, Husband and Wife, to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their own free act and deed.

George H. DeMund
Calhoun
Notary Public,
County, Michigan.
My commission expires 1-5-92

RECORDED IN DEEDS

Index July 3, 1962
458 of Record 2
Page 131 of Deeds Page 383
Frank M. Eddy
Recorder of Deeds

This Indenture, made April 30
between STUART KINGSNORTH and ALICE MAE KINGSNORTH,
husband and wife, parties

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and HAROLD A. DRISCOLL and ISABEL M. DRISCOLL,

husband and wife, as tenants by the entirety of the second part,

whose address is: 608 E. North St. Albion, Michigan

Witnesseth, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration to him in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, done by their parents, grant, bargain, sell, remise, release, alien and confirm unto the said parties of the second part, their assigns, the survivor of them, his or her heirs and assigns, Forever, all that certain piece or parcel of land situate and being in the Township of Sheridan
County of Calhoun
and State of Michigan, and described as follows, to-wit:

Beginning at the intersection of the center line of US-12 Highway with the fence lines, prolonged, on the E. line of sect. 36, T2S, of R4W.; thence S. P 03' E., true bearing, along an old fence as occupied, 460.0' to a 1" iron pipe; thence S. 88° 39' W., along a wire fence, 97.7' to a 1" iron pipe; thence E. P 03' W., along a wire fence, 97.7' to a 1" iron pipe; thence E. P 03' W. 431.8' to the center line of US-12 Highway; thence E. 72° 34' E., along said Highway center line, 101.83' to point of beginning a containing exactly 1.000 acre of land & lying in the SE. corner of the NE. 1/4 and the NE corner of the SE. 1/4 of sect. 36, Sheridan Township, Calhoun County, Michigan.

Subject to easements of record.

JUL 3 1962

STATE OF MICHIGAN
COUNTY OF CALHOUN

I hereby certify that there are on file with me the original of the foregoing instrument, together with all and singular the endorsements and appurtenances thereto belonging to the same, and that the said parties of the first part, together with their parents, grant, bargain, sell, remise, release, alien and confirm unto the said parties of the second part, their assigns, the survivor of them, his or her heirs and assigns, Forever, all that certain piece or parcel of land situate and being in the Township of Sheridan
County of Calhoun
and State of Michigan, and described as follows, to-wit:

Frank M. Eddy
Recorder of Deeds

and that he will, and his heirs, executors, and administrators shall defend the same against all lawful claims whatsoever.

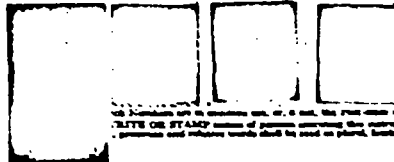
In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed and Delivered in Presence of

Stuart Kingsnorth
Alice Mae Kingsnorth
Marlene Shoemaker
Mrs. Norma J. Riecke

STATE OF MICHIGAN.

County of Calhoun } On April 30 1962
before me, a Notary Public in and for said County, personally appeared
Stuart Kingsnorth and Alice Mae Kingsnorth, husband and wife,
to me known to be the same persons as described in and who executed the within instrument, who each of them
acknowledged the same to be their free act and deed.



Harold J. Collinter
Calhoun
My commission expires March 1 1966

Notary Public
County, Michigan

USE 831 BR 383

DEEDS, RECORDS & CO. LAND CONTRACT FORM
Form for Partial Payment, Subsequent Adjustment,
Assignment, Extension and Tax Changes—Typewriter Form
for Cash, Cash and Taxes

2000



This Contract, made the 9th day of August 1960
BETWEEN Richard Day and Geraldine M. Day, husband and wife,
Township of Concord County of Jackson and State of Michigan, hereinafter referred to as the "Seller" and Donald C. Tedhams and Marjorie M. Tedhams, husband and wife, as tenants by the entirety

hereinafter referred to as the "Purchaser,"
WITNESSETH, That in consideration of the mutual covenants to be performed between the respective parties hereto as hereinafter expressed and the sum of Eighteen Thousand (\$18,000.00) Dollars to be duly paid by the Purchaser to the Seller, as hereinafter specified, it is agreed between the parties hereto as follows:

1. The Seller hereby sells and agrees to convey unto the purchaser all that certain piece or parcel of land situated in the Township of Sheridan County of Calhoun and State of Michigan, and described as follows, to-wit:

Commencing at the Northwestern corner of Lot Number Twenty-Seven (27) of the Recorded Supervisor's Plat Section 36, Town 2 South, Range 4 West, Sheridan Township, Calhoun County, Michigan, as recorded in Liber 9-A of Plats, on page 8, in the Office of the Register of Deeds, Calhoun County, Michigan; thence South 0 Degrees 03 Minutes East along the westerly line of said lot 406.95 Feet to a corner of said lot; thence South 88 Degrees 29 Minutes East 235 Feet to an iron stake; thence North 1 Degree 40 Minutes West 482.7 Feet to the Northwestern line of said lot; thence South 72 Degrees 34 Minutes West 232 Feet to the place of beginning. Being part of Lot Number 27 of Supervisor's Plat Section 36, Sheridan Township.

Subject, however, to an oil lease to Donald Runyon recorded liber 785, page 7, Office of the Register of Deeds, Calhoun County, Michigan

2. Said Purchaser hereby purchases said premises of the Seller and agrees to pay the Seller thereof the said sum of Eighteen Thousand and no/100 (\$18,000.00) Dollars in manner following: Two Thousand Five Hundred and no/100 (\$2,500.00) Dollars on delivery of this contract, the receipt whereof is hereby conferred and acknowledged by said Seller, and the remaining Fifteen Thousand Five Hundred and no/100 (\$15,500.00) Dollars the sum which is secured by this contract, together with interest on the whole sum that shall be from time to time unpaid at the rate of six (6) per cent. per annum, payable as follows:

One Hundred and no/100 (\$100.00) Dollars on the 15th day of September, 1960, and One Hundred and no/100 (\$100.00) Dollars on the 15th day of each month thereafter until said principal and interest shall be paid in full, payments to be applied first to the interest and the balance to the principal

said Purchaser to have the right to pay larger installments than above provided for and to pay the whole or any part of the balance remaining unpaid on this contract at any time before the same, by the terms hereof, becomes due and payable.

3. Said Purchaser shall promptly pay, when due, all taxes and assessments of every nature, which shall become a lien on said premises after the date hereof, including 1960 Winter Taxes

and shall, during the continuance of this contract, keep insured the buildings now on said premises or which shall hereafter be placed thereon in the name of said Seller against loss by fire and windstorm, in such company or companies and for such amount as the Seller shall approve, and forthwith deposit all proceeds of insurance with the Seller, with loss, if any, payable to the Seller, as his interest may appear under this contract. Should the Purchaser fail to pay any tax or assessment when due or to keep said buildings insured, the Seller may pay the same and have the building insured and the amounts thus expended shall be a lien on said premises and may be added to the balance then unpaid hereon and be due at once and bear interest until paid at the rate of six (6) per cent. per annum.

4. All buildings, trees or other improvements now on said premises, or hereafter made or placed thereon, shall be a part of the security for the performance of this contract and may not be removed therefrom.

1961 852 ME 5

5. Should default be made by the Purchaser in any of the provisions hereof, the Seller may immediately thereafter declare this contract void and forfeited and the said buildings, improvements and all payments made on this contract shall be forfeited to the Seller as rental for the use of the premises and as stipulated damages for failure to perform the contract and the Seller may take immediate possession of the said premises without notice and remove the Purchaser and all persons claiming under him therefrom. or the Seller may, without notice to the Purchaser, declare all moneys remaining unpaid under this contract forthwith due and payable, notwithstanding that the period heretofore limited for the payment of the said balance may not then have expired, and the Seller may thereafter enforce his rights under this contract in law or in equity, or may after said acceleration take summary proceedings to forfeit the interests of Purchaser or may enforce said contract in any other manner now or hereafter provided.

6. Purchaser shall not commit, or suffer any other person to commit, any waste or damage to said premises or the appurtenances and shall keep the said premises and all improvements in as good condition as they are now.

7. If the Purchaser shall, in the time and manner above specified, make all the payments herein provided for, and shall observe and perform all the conditions and agreements herein made, the Seller shall thereupon, by good and sufficient warranty deed, convey the said premises to the Purchaser on the conditions herein agreed upon, and the Seller shall deliver with said deed a complete abstract of title and tax history of said premises certified to date of conveyance and showing a marketable title in the Seller, provided, however, that the warranty deed, the abstract and the tax history shall be limited so as to except acts or negligence of parties other than the Seller subsequent to the date of this contract. The Purchaser agrees to accept an Abstract of Title certified to date of conveyance, showing in the Seller a marketable title of record as defined in Act 200 of the 1945 Public Acts of Michigan as amended.

8. Possession of said premises may be taken by said Purchaser on the day hereof and retained for so long as no default is made by said Purchaser in any of the terms or conditions hereof.

9. The Purchaser covenants and agrees that he will not assign or convey his interest, or any part thereof, in this contract without having first obtained the written consent of Seller. Any violation by the Purchaser of this condition shall be considered a default of one of the conditions of this contract.

10. No assignment or conveyance by Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof duly assigned, together with the residence address of such Assignee, shall be delivered to the Seller, but in the event of assignment, such notice to the Seller or acceptance of same by him or acceptance of payment made by Assignee shall constitute a change of parties and privity of contract and a novation between the Seller and the Assignee and enable the Seller to maintain any suit or action for payment, specific performance, deficiency or summary proceedings for possession against the Assignee alone.

11. The Seller reserves the right to convey his interest in the above described land and his conveyance thereof shall not be a cause for rescission.

12. If more than one party in the execution hereof as Seller or Purchaser, or either be of the feminine sex, or a corporation, the persons and relative words herein used shall be read as if written as plural, feminine or neuter respectively.

13. It is expressly understood and agreed by the parties hereto that time shall be deemed as of the very essence of this contract and all stipulations and agreements herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

STATE OF MICHIGAN JAN 18 1965
COUNTY OF CALHOUN

I hereby certify that there are no tax liens or claims held by any State or city made against the within instrument, and that there are no tax liens or claims held by any State or city made against the five years preceding the date of this instrument and that the same for said period of five years are paid or shown by the records of this office.

Ernest J. Bess, M.D.
Treasurer of Calhoun County

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

Executed by Seller in the presence of

Noble O. Moore
Noble O. Moore
Evelyn Hall
Evelyn Hall

Executed by Purchaser in the presence of

Noble O. Moore
Noble O. Moore
Evelyn Hall
Evelyn Hall

Richard Day (L.S.)
Richard Day
Geraldine M. Day (L.S.)
Geraldine M. Day
Donald C. Tedhams (L.S.)
Donald C. Tedhams
Margaret E. Tedhams (L.S.)
Margaret E. Tedhams

552 6 (L.S.)

STATE OF MICHIGAN.)

COUNTY OF Calhoun

On this 9th day of August, 1960, in the year one thousand nine hundred sixty, before me, the subscriber, a Notary Public in and for said County, personally appeared Richard Day and Geraldine M. Day, husband and wife, Donald C. Tedham and Marjorie M. Tedham, husband and wife,

to me known to be the same persons described in and who executed the within instrument, who have acknowledged the same to be their free act and deed.

Maile O. Moore Notary Public.
Maile O. Moore

My commission expires Sept. 16 1962 Calhoun County, Michigan.

PURCHASER'S ASSIGNMENT OF LAND CONTRACT

For a consideration of Dollars and other good and valuable consideration, receipt of which is acknowledged, the undersigned Purchaser hereby sell, assign, and set over to

the Assignee, whose residence address is

all right, title and interest in a certain land contract dated 19 executed between

as Seller, and as Purchaser,

for the sale of land situated in the of County of Michigan, subject to any restrictions upon the use of the same, and any and all other terms of said contract, and a balance owing upon said contract of

Dollars with interest from at per cent which the said Assignee assume and agree to pay; and said Assignee has read all of said contract and agree to perform the obligations of the Purchaser in said contract.

Dated IN PRESENCE OF

(L. S.)
(L. S.)
Purchaser.

The undersigned, the Assignee in the above assignment do hereby accept the above assignment and do hereby Covenant and Agree to perform the obligations of the Purchaser in said contract.

Dated IN PRESENCE OF

Assignee.

The undersigned, the Seller in said contract, acknowledge that duplicate of the above assignment and acceptance and consent to said assignment.

Dated IN PRESENCE OF

52 7

The payments of Principal and Interest recited for below by the said first part..... or by authorized agent, apply on the consideration contained in the within Contract.

...DOLLARS PAID ON DELIVERY.

DATE OF PAYMENT		TOTAL AMOUNT OF PAYMENT		AMOUNT ON DEFICIT		INTEREST PAID TO		AMOUNT PAID ON PRINCIPAL		BALANCE OF PRINCIPAL		STRUCTURE OR REMARKS	
Month	Year	Amount	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	Rate
Jan	1860	100.00	5%	7750	9	1560	22	50	15475.00	8	15475.00	8	15475.00
Feb	1860	100.00	5%	7739	10	1560	82	61	15454.89	8	15454.89	8	15454.89
Mar	1860	100.00	5%	7727	11	1560	22	73	15432.16	8	15432.16	8	15432.16
Apr	1860	100.00	5%	7714	12	1560	22	74	15409.52	8	15409.52	8	15409.52
May	1860	100.00	5%	7705	1	1560	22	75	15387.13	8	15387.13	8	15387.13
Jun	1860	100.00	5%	7693	2	1560	23	07	15363.30	8	15363.30	8	15363.30
Jul	1860	100.00	5%	7682	3	1560	23	12	15340.12	8	15340.12	8	15340.12
Aug	1860	100.00	5%	7670	4	1560	23	30	15316.82	8	15316.82	8	15316.82
Sep	1860	100.00	5%	7658	5	1560	23	42	15293.40	8	15293.40	8	15293.40
Oct	1860	100.00	5%	7647	6	1560	23	53	15269.87	8	15269.87	8	15269.87
Nov	1860	100.00	5%	7635	7	1560	23	55	15246.22	8	15246.22	8	15246.22
Dec	1860	100.00	5%	7623	8	1560	23	77	15222.45	8	15222.45	8	15222.45
Jan	1861	100.00	5%	7611	9	1560	23	89	15198.56	8	15198.56	8	15198.56
Feb	1861	100.00	5%	7599	10	1560	24	01	15174.55	8	15174.55	8	15174.55
Mar	1861	100.00	5%	7587	11	1560	24	13	15150.42	8	15150.42	8	15150.42
Apr	1861	100.00	5%	7575	12	1560	24	25	15126.17	8	15126.17	8	15126.17
May	1861	100.00	5%	7563	1	1560	24	37	15101.80	8	15101.80	8	15101.80
Jun	1861	100.00	5%	7551	2	1560	24	47	15077.34	8	15077.34	8	15077.34
Jul	1861	100.00	5%	7539	3	1560	24	51	15052.70	8	15052.70	8	15052.70
Aug	1861	100.00	5%	7528	4	1560	24	74	15027.96	8	15027.96	8	15027.96
Sep	1861	100.00	5%	7514	5	1560	24	86	15003.10	8	15003.10	8	15003.10
Oct	1861	100.00	5%	7502	6	1560	24	72	14978.12	8	14978.12	8	14978.12
Nov	1861	100.00	5%	7490	7	1560	25	11	14953.01	8	14953.01	8	14953.01
Dec	1861	100.00	5%	7477	8	1560	25	23	14927.78	8	14927.78	8	14927.78
Jan	1862	100.00	5%	7464	9	1560	25	36	14902.42	8	14902.42	8	14902.42
Feb	1862	100.00	5%	7451	10	1560	25	49	14876.93	8	14876.93	8	14876.93
Mar	1862	100.00	5%	7437	11	1560	25	62	14851.31	8	14851.31	8	14851.31

For Consideration of Payment, attach any Blank, No. 1001, which may be purchased separately from this Contract at regular price.

NOTES[illegible][illegible]

Richard Day
Thurldine Day

~~Heberd & Co~~
Special Telhama
Wayne & Telhama

LAND CONTRACT

on mail; County Register's Office
washed for period the _____
by at _____ A. D. 186_____
_____ years _____ M., and
needed no help B. S. _____

Edward J. Lawrence

Secretary, Recorder and General
Administration, Indiana

RECORDED IN DEEDS

Recorded Jan 18 1966
 at 4.50
Charles Casper
 Notary Public

DUTY CLAIM DEED - 500 - 500 - 500
 (Print Name) (Print Name) (Print Name)

THIS INDENTURE made January 16 1966
 between Donald C. Tedhams and Marjorie M. Tedhams,
 husband and wife,
 parties of the first part,
 and
 Richard Day and Geraldine M. Day, husband and wife,
 parties of the second part,
 witnesses are
 311 Albina Drive, Bellevue, Ohio, and
 Route 1, Albion, Michigan

Witness, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR and
 Good and Valuable Consideration to him in hand paid by the said party of the second part, the receipt whereof is hereby confirmed and
 delivered, does by these presents grant, bargain, sell, remise, release and convey QUIT CLAIM unto the said party of the second part, and
 his heirs and assigns. FOREVER, all that certain parcel or parcel of land situated in the Township of
 Sheridan in Calhoun County, and State of Michigan, and described as follows:

Beginning at the Northwesterly corner of Lot 27 of the recorded Super-
 visor's Plat, Section 36, Town 2 South, Range 4 West, Sheridan Township,
 Calhoun County, Michigan, as recorded in Liber 9A of Plats, on page 8,
 in the Office of the Register of Deeds, Calhoun County, Michigan; thence
 South 0 degrees 03 minutes East along the Westerly line of said lot
 33.85 feet to a corner of said lot; thence South 88 degrees, 29 minutes
 East 235 feet to an iron stake; thence North 1 degree 40 minutes West
 232.7 feet to the Northwesterly line of said lot; thence South 72 degrees
 10 minutes West 232 feet to the place of beginning, Being a part of Lot
 27 of Supervisor's Plat Section 36, Sheridan Township.

The said grantors hereby conveying any and all interests, legal
 and equitable which they may have in said lands by virtue of a certain
 deed contract made between Richard Day and Geraldine M. Day, as sellers,
 and Donald C. Tedhams and Marjorie M. Tedhams, as purchasers, dated Aug. 9,
 1963, together with any and all other interests in said lands which the
 said grantors may have.

That with all and singular the beneficevents and appurtenances thereto belonging or in anywise appertaining. To Have and to hold the
 premises to the said party of the second part, and to his heirs and assigns, to the sole and only proper use, benefit and behoof of the said
 party of the second part, his heirs and assigns. FOREVER.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, Sealed and Delivered in Presence of
Donald C. Tedhams
 Donald C. Tedhams
Marjorie M. Tedhams
 Marjorie M. Tedhams
Louise M. Burgess
 Louise M. Burgess
Stuart D. Hill
 Stuart D. Hill

STATE OF MICHIGAN.

County of Calhoun
 On January 16, 1966
 Donald C. Tedhams and Marjorie M. Tedhams

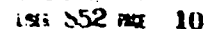
before me, a Notary Public, in and for said County, personally appeared
 to me known to be the same persons described in and who executed the within instrument, and each for himself
 acknowledged the same to be his free act and deed.

1. Drafted by:
 STUART D. HILL
 ATTORNEY AT LAW
 1000 S. WALSH
 ALBION, MICH.

Stuart D. Hill
 Stuart D. Hill Notary Public,
 Calhoun County, Michigan,
 My commission expires 10/9/66

1. Name and address of each person executing the instrument and of each County in which.
 2. When everyone is ready to a Commissioner or Notary Public, draw a line through "The Name" and mark "In Witness".
 3. Name and business address of person who drafted the instrument.
 4. Name of Notary Public, and person executing the instrument must be printed, typewritten or stamped immediately beneath the signature of each person.

1961 552 REC 9



5. Should default be made by the Purchaser in any of the provisions hereof, the Seller may immediately thereafter declare this contract void and forfeited and the said buildings, improvements and all payments made on this contract shall be forfeited to the Seller as rental for the use of the premises and as stipulated damages for failure to perform this contract and the Seller may take immediate possession of the said premises without notice and remove the Purchaser and all persons claiming under him therefrom, or the Seller may, without notice to the Purchaser, declare all money remaining unpaid under this contract forthwith due and payable, notwithstanding that the period hereinbefore limited for the payment of the said balance may not then have expired, and the Seller may thereafter enforce his rights under this contract in law or in equity, or may after said expiration take summary proceedings to forfeit the interests of Purchaser or may enforce said contract in any other manner now or hereafter provided.

6. Purchaser shall not commit, or suffer any other person to commit, any waste or damage to said premises or the appurtenances and shall keep the said premises and all improvements in as good condition as they are now.

7. If the Purchaser shall, in the time and manner above specified, make all the payments herein provided for, and shall observe and perform all the conditions and agreements herein made, the Seller shall thereupon, by good and sufficient warranty deed, convey the said premises to the Purchaser on the conditions herein agreed upon, and the Seller shall deliver with said deed a complete abstract of title and tax history of said premises certified to date of conveyance and showing a marketable title as the Seller, provided, however, that the warranty deed, the abstract and the tax history shall be limited as to except acts or negligence of parties other than the Seller subsequent to the date of this contract. The Purchaser agrees to accept an Abstract of Title certified to date of conveyance, showing as the Seller a marketable title of record as defined in Act 200 of the 1945 Public Acts of Michigan as amended.

8. Possession of said premises may be taken by said Purchaser on the date hereof and retained for so long as no default is made by said Purchaser in any of the terms or conditions hereof.

9. The Purchaser covenants and agrees that he will not assign or convey his interest, or any part thereof, in this contract without having first obtained the written consent of Seller. Any violation by the Purchaser of this condition shall be considered a default of one of the conditions of this contract.

10. No assignment or conveyance by Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof duly witnessed, together with the residence address of such Assignee, shall be delivered to the Seller, but in the event of assignment, such notice to the Seller or acceptance of same by him or acceptance of payment made by Assignee shall constitute a change of parties and privity of contract and a novation between the Seller and the Assignee and enable the Seller to maintain any suit or action for payment, specific performance, deficiency or summary proceedings for possession against the Assignee alone.

11. The Seller reserves the right to convey his interest in the above described land and his conveyance thereof shall not be a cause for rescission.

12. If more than one joint in the execution hereof as Seller or Purchaser, or either be of the feminine sex, or a corporation, the provisions and relative words herein used shall be read as if written in plural, feminine or neuter respectively.

13. It is expressly understood and agreed by the parties hereto that time shall be deemed as of the very essence of this contract and all stipulations and agreements herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

In Witness Whereof, the parties hereto have hereunto set their hand and seal the day and year first above written.

Executed by Seller in the presence of

Marshall J. Siefert
Marshall J. Siefert
Robert T. Siefert
Robert T. Siefert

Henry Day (L.S.)
Henry Day
Geraldine Day (L.S.)
Geraldine Day
(L.S.)

Executed by Purchaser in the presence of

Marshall J. Siefert
Marshall J. Siefert
Robert T. Siefert
Robert T. Siefert

Gerard J. Munier (L.S.)
Gerard J. Munier
Christiane M. Munier (L.S.)
Christiane M. Munier
552 AUG 11 (L.S.)

STATE OF MICHIGAN.

County of Calhoun
On this 15th day of January In the year one thousand
nine hundred sixty-five before me, the subscriber, a Notary Public in and
for said County, personally appeared Richard Day, Geraldine M. Day, Gerard J.
Junier and Christiane M. Junier

to me known to be the same person as described in and who executed the within instrument, who
each acknowledged the same to be their free act and deed.

Maxwell J. Siefert
Maxwell J. Siefert Notary Public.

My commission expires March 13 19 67. Calhoun County, Michigan.

PURCHASER'S ASSIGNMENT OF LAND CONTRACT

For a consideration of Dollar...
and other good and valuable consideration, receipt of which is acknowledged, the undersigned Purchaser
hereby sell, assign, and set over to

the Assignee,
whose residence address is

all right, title and interest in
a certain land contract dated 19 , executed between

as Seller, and

as Purchaser,

for the sale of land situated in the of County of

Michigan, subject to any restrictions upon the use of the same, and any and
all other terms of said contract, and a balance owing upon said contract of

Dollars with interest from

at per cent which the said Assignee assume and agree to pay; and said Assignee

has read all of said contract and agree to perform the obligations of the Purchaser in said contract.

Dated

IN PRESENCE OF

(L. S.)

(L. S.)
Purchaser.

The undersigned, the Assignee, in the above assignment do hereby accept the above assignment
and do hereby Covenant and Agree to perform the obligations of the Purchaser in said contract.

Dated

IN PRESENCE OF

Assignee.

The undersigned, the Seller in said contract, acknowledge that he received a
duplicate of the above assignment and acceptance and consent to said assignment.

Dated

IN PRESENCE OF

Recorded
CHARLES J. CASAZZA, Registrar

1967 852 REC 12

Seller.

36-2-4
A 27-22

Recorded
JUL 28 2 10 PM '67
REGISTER OF DEEDS
CALHOUN COUNTY, MICHIGAN
E. L. J. B. B. B.

A 15-1

This Indenture, Made July 22

WITNESSETH, That OSCAR J. SOMMER and LEONA M. SOMMER, husband and wife, of ~~Marshall~~ Marshall, Michigan, for the sum of One Dollar and Other Good and Valuable Consideration

CONVEYS AND WARRANTS to

JOHN H. SOMMER and LENA E. SOMMER, husband and wife, as tenants, by the entirety,

whose address is 718 West Hanover, Marshall, Michigan, the following described lands and premises situated in the Township of Sheridan, County of Calhoun and State of Michigan, viz:

The North fourteen and three one-hundredth acres of the following described land: The East half of the East half of the Southeast quarter of Section thirty-six in Town 2 South of Range 4 West or so much of said land as lies North of the Michigan Central Railroad. ALSO that piece of land commencing at a stake which stands on the quarter line and North 87° East Seven chains and Eighty-six links from the Northwest corner of the East half of the Southeast quarter of said Section thirty-six; thence South 40° East parallel with the East line of said section four chain twenty-six links; thence North 87° East two chains and thirty links; thence North 40° West four chains and twenty-six links to the quarter line; thence South 87° West two chains and thirty links to place of beginning. ALSO a place of land containing about five acres lying South of the Albion-Jackson Road off from the East half of the Northeast quarter of said Section thirty-six, containing in all about twenty acres. EXCEPTING therefrom the following: Beginning at the intersection of the center line of U. S. 12 highway with the fence line, extended on the East line of Section 36, Town 2 South, of Range 4 West, thence South 10° 03' East true bearing along an old fence as occupied 460 feet to a 1/2" iron pipe; thence South 88° 39' West along a wire fence 97.7 feet to a 1/2" iron pipe; thence North 10° 03' West 431.8 feet to the center line of U. S. 12 highway; thence North 72° 34' East along said highway center line, 101.83 feet to point of beginning and containing exactly 1 acre of land and lying in the Southeast corner of the Northeast 1/4 and the Northeast corner of the Southeast 1/4 of Section 36, Sheridan Township, Calhoun County, Michigan. ALSO EXCEPTING: Commencing at the Northwesterly corner of Lot Number Twenty-seven (27) of the recorded Supervisor's Plat Section 36, Town 2 South, Range 4 West, Sheridan Township, Calhoun County, Michigan, as recorded in Liber 9-A of Plats, on page 8, in the Office of the Register of Deeds, Calhoun County, Michigan, thence South 0 degrees 03 minutes East along the Westerly line of said lot 406.95 feet to a corner of said lot; thence South 88 degrees 29 minutes East 235 feet to an iron stake; thence North 1 degree 40 minutes West 482.7 feet to the Northwesterly line of said lot; thence South 72 degrees 34 minutes West 232 feet to the place of beginning, being part of Lot Number 27 of Supervisor's Plat, Section 36, Sheridan Township.



LIBEX 890 PAGE 327

Oscar J. Sommer

Oscar J. Sommer

Lerna M. Sommer
Lerna M. Sommer

LEON M. SOMMER

Signed and Delivered in Presence of

Joseph E. Schroeder

~~Joseph E. Schroeder~~

Patricia Moreland

Patricia Moreland

STATE OF MICHIGAN }
COUNTY OF CALHOUN } ss.

On July 22, 1967, before me, a Notary Public, in and for said County, personally appeared Oscar J. Sommer and Leona M. Sommer to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

Joseph E. Schroeder Notary Public,
Calhoun County, Michigan

My commission expires: January 10, 1969

This instrument prepared by:

SCHROEDER, SCHROEDER & DE GRAM
203 East Michigan Avenue
Marshall, Michigan
BY: J. E. Schroeder

STATE OF MICHIGAN JUL 20 1977
COUNTY OF CALHOUN
I hereby certify that there are no persons or
entities held by the owner of the above
described land, and that the
owner is entitled to the land and the
land is not subject to the State of
Michigan and that the owner is not a person or
entity as shown by the records of the State.

Charles J. Brown
Recorder of Calhoun County

LIBR 890 PAGE 328



This Indenture

Made the 24th

day of September, 1975

CLERK-REGISTER
CALHOUN COUNTY, MICH.

in the year of our Lord one thousand nine hundred and seventy-five.

BETWEEN J. E. SCHROEDER, as Executor of the Estate of LENA E. SOMMER, Deceased,
of 203 East Michigan Avenue, Marshall, Michigan,

of the first part, and RAYMOND H. CHAPMAN and FERN B. CHAPMAN, husband and wife, as
tenants by the entirety, of 10004 Handel, Portage, Michigan 49081

of the second part,
WITNESSETH, That the said party of the first part, by virtue of the power and authority to
him given by the last Will and Testament of Lena E. Sommer
late of Marshall, Michigan

and for and in consideration of

Four Thousand Five Hundred and no/100----- (\$4,500.00)-----Dollars,

to him paid by the said parties of the second part, the receipt whereof is hereby acknow-
ledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and
convey unto the said parties of the second part, and to their heirs and assigns, FOREVER, ALL
that certain parcel of land described as:

all of parcels of
The North fourteen and three one-hundredth acres of the following described land:
The East half of the East half of the Southeast quarter of Section thirty-six in
Town 2 South of Range 4 West or so much of said land as lies North of the Michigan
Central Railroad; and
ALSO that piece of land commencing at a stake which stands on the quarter line and
North 87° East Seven chains and Eighty-six links from the Northwest corner of the
East half of the Southeast quarter of said Section thirty-six; thence South 40° East
parallel with the East line of said section four chains twenty-six links; thence
North 87° East two chains and thirty links; thence North 40° West four chains and
twenty-six links to the quarter line; thence South 87° West two chains and thirty
links to place of beginning; and

ALSO a piece of land containing about five acres lying South of the Albion-Jackson
Road off from the East half of the Northeast quarter of said Section thirty-six; and
EXCEPTING therefrom the following:

Beginning at the intersection of the center line of U.S. 12 highway with the fence
line, extended on the East line of Section 36, Town 2 South, of Range 4 West, thence
South 10° 03' East true bearing along an old fence as occupied 460 feet to a 1/2"
iron pipe; thence South 88° 39' West along a wire fence 97.7 feet to a 1/2" iron
pipe; thence North 10° 03' West 431.8 feet to the center line of U.S. 12 highway;
thence North 72° 34' East along said highway center line, 101.83 feet to point of
beginning and containing exactly 1 acre of land and lying in the Southeast corner
of the Northeast 1/4 and the Northeast corner of the Southeast 1/4 of Section 36,
Sheridan Township, Calhoun County, Michigan; and

ALSO EXCEPTING:

Commencing at the Northwesterly corner of Lot Number Twenty-seven (27) of the
recorded Supervisor's Plat Section 36, Town 2 South, Range 4 West, Sheridan Township
Calhoun County, Michigan, as recorded in Liber 9-A of Plats, on page 8, in the

(continued on reverse)

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereto belonging or in
anywise appertaining, and the reversions and remainders, rents, issues and profits thereof. And all the
estate, right, title, interest, property, possession, claim and demand whatsoever, which the said testatrix
had in her lifetime, and at the time of her decease, and which the said party of the
first part has by virtue of the said last Will and Testament or otherwise, of, in and to the above described
premises, and every part and parcel thereof, with the appurtenances, *To Have and to Hold, Forever*. And
the said party of the first part, for himself and for his heirs, executors
and administrators, does covenant, promise and agree to and with the said parties of the second
part their heirs and assigns, that he has not made, done, committed, executed or suffered
any act or acts, thing or things whatsoever, whereby, or by means whereof, the above mentioned and described
premises, or any part or parcel thereof, now are or at any time hereafter shall or may be impeached,
charged or encumbered in any manner or way whatsoever.

In Witness Whereof, The said party of the first part has hereunto set his
hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Susan M. Albaugh
Susan M. Albaugh

Shirley Lawler
Shirley Lawler

J. E. Schroeder, Executor of the Estate
of LENA E. SOMMER, Deceased

LIBER 1073 PAGE 710

STATE OF MICHIGAN.

COUNTY OF CALHOUN

On this

24th

day of September,

A. D. one thousand

~~one hundred and~~ seventy-five

before me, a Notary Public

in and for said County, personally came the above named J. E. Schroeder

known to me to be the person who executed the foregoing instrument, and acknowledged the same to be his free act and deed, as Executor of the Estate of Lena E. Sommer, Deceased, as in said instrument described.

Shirley Lawler
Shirley Lawler

Notary Public,

Calhoun

County, Michigan.

My commission expires *after* 4, 1977

1. Name and address of each person executing this instrument and each Grantee is required.

• PRINT, TYPEWRITE OR STAMP

names of persons executing this instrument, also names of the Witnesses and Notary Public immediately underneath such signatures.

Office of the Register of Deeds, Calhoun County, Michigan, thence South 0 degrees 03 minutes East along the Westerly line of said lot 406.95 feet to a corner of said lot; thence South 88 degrees 29 minutes East 235 feet to an iron stake; thence North 1 degree 40 minutes West 482.7 feet to the Northwestern line of said lot; thence South 72 degrees 34 minutes West 232 feet to the place of beginning, being part of Lot Number 27 of Supervisor's Plat, Section 36, Sheridan Township.

Said premises being subject to sale by land contract dated June 10, 1967, Oscar J. Sommer and Leona M. Sommer having been Sellers therein, and Gordon D. Stevick and Margaret M. Stevick purchasers, the seller's interest therein having been assigned to John H. Sommer and Lena E. Sommer on July 21, 1967, a copy of said assignment being attached hereto, said Seller's interest being further conveyed to second parties herein by this conveyance.

PREPARED BY:

SCHROEDER, DeGRAW & MATHEWS

By: J. E. Schroeder

203 East Michigan Avenue

Marshall, Michigan 49069

LEED 1073 PAGE 711

Return To:

LEONARD DEGRAW & MATHEWS
203 E. Michigan Avenue
Marshall, Michigan 49069

STATE OF MICHIGAN
PROBATE COURT
FOR THE

COUNTY OF

ESTATE OF

Executor's Deed, Under Power
of Sale in a Will

STATE OF MICHIGAN.

COUNTY OF

Received for Record, this

day of

at

Recorded in

of Deeds

on Page

Register of Deeds.

DOUGLASS DAY UROZ. & CO., KALAMAZOO, MICHIGAN

FORM NO. 100



For a Valuable Consideration, receipt of which is acknowledged, the undersigned hereby sell
and set over to **JOHN H. SOMMER and LENA E. SOMMER, husband and wife,**
718 W. Henshaw, Marshall, Michigan
Assignee, a certain land contract dated **June 10th** 19**67**, executed between
OSCAR J. SOMMER and LEONA M. SOMMER, husband and wife,

as Seller and **GORDON D. STEVICK and MARGARET M. STEVICK, husband and wife**

as Purchaser for the sale of land situated in the **Township** of **Sheridan**

Calhoun

County, Michigan, described as

See Schedule A attached hereto

together with all sums due and to become due thereon and covenants that there is now owing thereon
~~thirteen thousand and no/100~~
(\$13,000.00) dollars, with interest from **October 1, 1966**

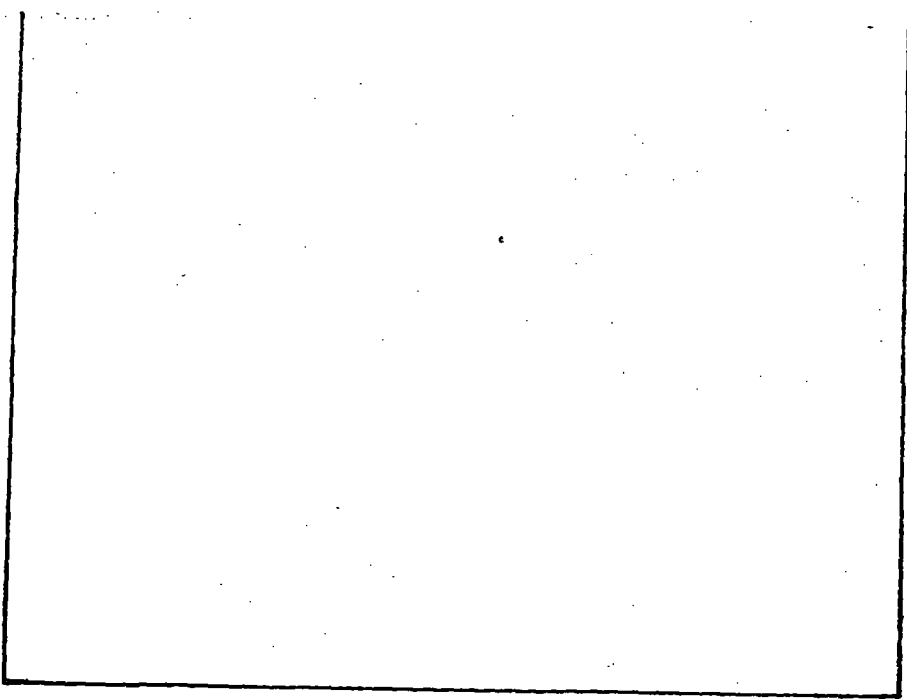
Said Assignee covenants to perform the obligations of the Seller in said contract, the above described land
having been this day conveyed to the Assignee by deed of even date.

Dated **July 21, 1967**

In the Presence of

Patricia Merland
Patricia Merland

Oscar J. Sommer
Oscar J. Sommer (L. S.)
Leona M. Sommer
Leona M. Sommer (L. S.)





895 (Rev. 1967)

WARRANTY DEED—TO TENANTS BY THE ENTIRETY—SHORT—
(PHOTO COPY FORM) DOUBLE-DAT. BROS. & CO., KALAMAZOO, MICH.

SPACE ABOVE FOR REAL ESTATE TRANSFER STAMP

AUG 27 12 28 PM '79

This Indenture, made August 3 1979
BETWEEN RAYMOND H. CHAPMAN and FERN B. CHAPMAN, husband and
wife, of 10004 Handel, Portage, Michigan 49081,

CLERK-REGISTER
CALHOUN COUNTY, MICH.

of the first part,
and GORDON D. STEVICK and MARGARET M. STEVICK,
husband and wife, as tenants by the entirety of the second part,
whose address is: Lot #1, Crystal Lake, Cement City, Michigan 49233

Witnesseth, That the said party of the first part, for and in consideration of Sixteen Thousand and no/100-----
(\$16,000.00)-----Dollars

to him in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents
grant, bargain, sell, remise, release, alien and confirm unto the said parties of the second part, their assigns, the survivor of them, his or her heirs
and assigns, FOREVER, all that certain piece or parcel of land situate and being in the Township of
Sheridan County of Calhoun and State of Michigan, and described as follows, to-wit:

The North fourteen and three one-hundredth acres of all of the following
described parcels of land:

The East half of the East half of the Southeast quarter of Section thirty-
six in Town 2 South of Range 4 West or so much of said land as lies North of
the Michigan Central Railroad; and

ALSO that piece of land commencing at a stake which stands on the quarter
line and North 87° East Seven chains and Eighty-six links from the Northwest
corner of the East half of the Southeast quarter of said Section thirty-six;
thence South 4° East parallel with the East line of said section four chains
twenty-six links; thence North 87° East two chains and thirty links; thence
North 4° West four chains and twenty-six links to the quarter line; thence
South 87° West two chains and thirty links to place of beginning; and

ALSO a piece of land containing about five acres lying South of the Albion-
Jackson Road off from the East half of the Northeast quarter of said Section
thirty-six; and EXCEPTING therefrom the following:

Beginning at the intersection of the center line of U.S. 12 highway with the
fence line, extended on the East line of Section 36, Town 2 South, of Range

(concluded on reverse)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; To Have and to Hold the
said premises, as herein described, with the appurtenances, unto the said parties of the second part, their assigns, the survivor of them, his or
her heirs and assigns, FOREVER. And the said party of the first part, for his heirs, executors and administrators, does covenant, grant, bargain
and agree to and with the said parties of the second part, their assigns, the survivor of them, his or her heirs and assigns, that at the time of the
en sealing and delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbrances
whatever except such as may have accrued thereon by or through the acts or
negligence of the vendees under the land contract dated June 10, 1967,
which this deed is given to fulfill,
and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever,
except as above stated.

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed and Delivered in Presence of

Philip M. Roberts

Eugene Lee Pifer

Raymond H. Chapman

Fern B. Chapman

State of Michigan

County of Calhoun

AUG 27 1979

LIBER 1188 PAGE 106

I hereby certify that there are no tax liens on titles held by the State on the lands described in
this instrument, and that there are no tax liens or titles held by individuals on said lands for
the date of this instrument, as appears in my office. This certificate does
not represent any, now in process of collection.

STATE OF MICHIGAN.

COUNTY OF KALAMAZOO

SS.

On August 3, 1979, before me, a Notary Public, in and for said County, personally appeared

Raymond H. Chapman and Fern B. Chapman, husband and wife,
to me known to be the same person S described in and who executed the within instrument, who have severally
acknowledged the same to be their free act and deed.

3. This instrument prepared by:
SCHROEDER, DeGRAW, MATHEWS & KENDALL
By: J. E. Schroeder
203 East Michigan Avenue
Marshall, Michigan 49068

EUGENE LEE PIFER

Notary Public.

Notary Public, Kalamazoo Co., State, Michigan.

My commission expires April 21, 1982.

SEE FOOT NOTES ON OTHER SIDE

- State total consideration unless affidavit of value to be attached.
- Name and business address of person who drafted this instrument
- Names of Witnesses, Notary Public, and persons executing this instrument must be printed, typewritten or stamped immediately beneath the signature of such person.

Description concluded:

4 West, thence South 1° 03' East true bearing along an old fence as occupied 460 feet to a 1/2" iron pipe; thence South 88° 39' West along a wire fence 97.7 feet to a 1/2" iron pipe; thence North 1° 03' West 431.8 feet to the center line of U.S. 12 highway; thence North 72° 34' East along said highway center line, 101.83 feet to point of beginning and containing exactly 1 acre of land and lying in the Southeast corner of the Northeast 1/4 and the Northeast corner of the Southeast 1/4 of Section 36, Sheridan Township, Calhoun County, Michigan; and
 ALSO EXCEPTING: Commencing at the Northwestern corner of Lot Number Twenty-seven (27) of the recorded Supervisor's Plat Section 36, Town 2 South, Range 4 West, Sheridan Township, Calhoun County, Michigan, as recorded in Liber 9-A of Plats, on page 8, in the Office of the Register of Deeds, Calhoun County, Michigan, thence South 0 degrees 03 minutes East along the Westerly line of said lot 406.95 feet to a corner of said lot; thence South 88 degrees 29 minutes East 235 feet to an iron stake; thence North 1 degree 40 minutes West 482.7 feet to the Northwestern line of said lot; thence South 72 degrees 34 minutes West 232 feet to the place of beginning, being part of Lot Number 27, of Supervisor's Plat, Section 36, Sheridan Township.
 Township of Sheridan, Calhoun County, Michigan.

First parties explicitly warrant that John Herman Sommer who died September 7, 1972, and whose death certificate named his widow as Lena M. Falck Sommer, is one and the same person as John H. Sommer, one of the grantees in a deed recorded in Liber 890 at Page 327, and that Lena M. Falck Sommer is one and the same person as Lena E. Sommer, one of the grantees in a deed recorded in Liber 890 at Page 327, who died April 5, 1974, and whose estate was probated in the Probate Court of Calhoun County, Michigan, wherein it was identified as File Number 50-973.

LIBER 1188 PAGE 107

SCHROEDER, DEGRAW, MATHEWS & KENDALL, P.C.
 203 E. Michigan Avenue
 Marshall, Michigan 49068
 895

WARRANTY DEED
 TO TENANTS BY THE ENTIRETY
 (PHOTO-STAT)—SHORT FORM

RAYMOND H. CHAPMAN and FERN B. CHAPMAN, husband and wife,

TO

GORDON D. STEVICK and MARGARET M. STEVICK, husband and wife.

ss. _____
 and received for _____
 day of _____
 A. D. 19____
 M., and _____
 of Deeds,
 proper certificate
 in Section 3531,
 Compiled Laws of 1929, as amended by Act 261,
 P. A. of 1931.

Register of Deeds.

500
 1000
 1100

DOUBLEDAY BROS. & CO., KALAMAZOO, MICHIGAN

WARRANTY DEED—SHORT—891 (Rev. 1967)
(PHOTO COPY FORM) DONLEY, BROS. & CO. ANN ARBOR, MICH. SPACE ABOVE FOR REAL ESTATE TRANSFER STAMP

SEP 2 9 10 AM '81

A.T.T.B.A. AFFIDAVIT

41 13-19-342-086-00

This Indenture, made August 11, 1981
 BETWEEN GORDON D. STEVICK and MARGUERITE M. STEVICK (aka
 Margaret M. Stevick), husband and wife, of Lot #1, Crystal
 Lake, Cement City, Michigan,
 of the first part,
 and SCOTT'S DISPOSAL SERVICE, INC., a Michigan Corporation,

of the second part,
 whose address is 1215 Lewis Street, Jackson, Michigan,
 Witnesseth, That the said party of the first part, for and in consideration of

One Dollar (\$1.00) and Other Good and Valuable Consideration
 to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant,
 bargain, sell, remise, release, alien and confirm unto the said party of the second part, his heirs and assigns,
 FOREVER, all that certain piece or parcel of land situate and being in the Township
 of Sheridan, County of Calhoun and State of Michigan, and described as follows, to-wit:

A parcel of land in the Southeast 1/4 of the Northeast 1/4 and in the North-
 east 1/4 of the Southeast 1/4 of Section 36, Town 2 South, Range 4 West,
 Sheridan Township, Calhoun County, Michigan, and being more specifically
 described as commencing at the East 1/4 post of said Section 36; thence
 South 01°03'00" East along the East line of said Section 36, 47.57 feet
 for the place of beginning of this description; thence continuing South
 01°03'00" East along the East line of said Section 36, 337.74 feet; thence
 North 88°21'00" West 666.57 feet; thence North 00°34'30" West 80.52 feet;
 thence South 88°29'00" East 90.59 feet; thence North 02°40'00" West 483.17
 feet (recorded as North 01°40'00" West 482.70 feet) to the Southerly right
 of way line of Michigan Avenue (so-called); thence North 72°34'00" East
 along said line 376.66 feet; thence Northeasterly along said line and the
 arc of a curve to the left 135.38 feet, radius 4330.18 feet, central angle
 1°47'26", chord bearing North 71°40'17" East 135.37 feet; thence South

(concluded on reverse)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold
 the said premises, as herein described, with the appurtenances, unto the said party of the second part and to his heirs
 and assigns, FOREVER. And the said party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and
 agree to and with the said party of the second part, his heirs and assigns, that at the time of the delivery of these presents
 he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever

and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever.

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, and Delivered in Presence of

John A. Kendall
 John A. Kendall

Amy L. Bocanegra
 Amy L. Bocanegra

Gordon D. Stevick
 Gordon D. Stevick

Marguerite M. Stevick
 Marguerite M. Stevick

LIBER 1236 PAGE 444

STATE OF MICHIGAN.

COUNTY OF CALHOUN

to me known to be the same person S described in and who executed the within instrument, who have severally
 acknowledged the same to be their free act and deed.

This Instrument Prepared By:
 Schroeder, DeGraw, Kendall & Mayhall
 By: John A. Kendall
 203 East Michigan Avenue
 Marshall, Michigan 49068

John A. Kendall
 John A. Kendall, Notary Public,
 Calhoun County, Michigan.
 My commission expires May 7, 1984

SEE FOOT NOTES ON OTHER SIDE

1. Name and address of each person executing this instrument and of each Grantee is required.
2. State total consideration unless affidavit of value to be attached.
3. When conveyance is made to a Corporation or Partnership, draw a line through "his heirs" and insert "its successors".
4. Name and business address of person who drafted this instrument.
5. Names of Witnesses, Notary Public, and persons executing this instrument must be printed, typewritten or stamped immediately beneath the signature of such person.

Description Concluded:

01°03'00" East 400.09 feet; thence North 88°38'00" East 97.70 feet to the place of beginning. Being a part of Lot 27, Supervisor Plat of Section 36, Town 2 South, Range 4 West, Sheridan Township, Calhoun County, Michigan, as recorded in Liber 9-A of Plats, pages 7, 8, 9 and 10, Calhoun County Records.

Containing 8.10 acres of land, more or less.

Subject to easements and restrictions of record.

SEP 2 1981

State of Michigan)
County of Calhoun)

I hereby certify that there are no tax liens on titles held by the State on the lands described in the within instrument, and that there are no tax liens or titles held by individuals on said lands for the five years preceding the date of this instrument, as appears in my office. This certificate does not apply on taxes, if any, now in process of collection.

Ann Lorenbaum
Treasurer of Calhoun County

LIBER 1236 PAGE 445

001

WARRANTY DEED

(PHOTO-STAT)-SHORT FORM

GORDON D. STEVICK and
MARGUERITE M. STEVICK (aka
Margaret M. Stevick), husband and
wife,

TO

SCOTT'S DISPOSAL SERVICE,
INC., a Michigan Corporation.

REGISTER'S OFFICE,

COUNTY OF _____

This instrument was presented and received for
record this _____ day of _____

at _____ A. D. 19 _____

at _____ o'clock _____ M., and

recorded in Liber _____ of Deeds,

on page _____ as a proper certificate

was furnished in compliance with Section 3531,

Compiled Laws of 1929, as amended by Act 261,

P. A. of 1931.

Register of Deeds.

DOUBLEDAY BROS. & CO., KALAMAZOO, MICHIGAN

MORTGAGE

(Participation)

SEP 2 9 10 AM '81

This mortgage made and entered into this 18th day of August 1981, by and between SCOTT'S DISPOSAL SERVICE, INC., a Michigan corporation, 1215 Lewis Street, Jackson, Michigan (hereinafter referred to as mortgagor) and THE NATIONAL BANK OF JACKSON, a Federal Banking Association of 245 West Michigan Avenue, Jackson, Michigan, (hereinafter referred to as mortgagee), who maintains an office and place of business at 245 West Michigan Avenue, Jackson, Michigan

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the ~~County of~~ Counties of Jackson & Calhoun, State of Michigan,

SCHEDULE "A" ATTACHED

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated August 18, 1981 in the principal sum of \$ 185,000.00, signed by Donald H. Scott, Jr. in behalf of Scott's Disposal Service, Inc.

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(i) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(ii) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(iii) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at _____ and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at _____

Address

*Out of County*PARCEL NUMBER ONE

Land in the Township of Parma, Jackson County, Michigan, described as:

A parcel of land in the Southwest 1/4 of Section 31, Town 2 South, Range 3 West, Parma Township, Jackson County, Michigan, described as follows, to-wit: Beginning at the Southwest corner of Section 31, Town 2 South, Range 3 West, Parma Township, Jackson County, Michigan, thence North 1° 18' 33" West along the West line of Section 31, 1,089.64 feet to the Southwest corner of Amberton Village No. 3, thence North 88° 37' 57" East along the Southerly line of Amberton Village No. 3, 200.69 feet, thence Northeasterly on a curve to the left along the Southerly line of Amberton Village No. 3 having an I angle of 46° 56' 20" a radius of 1,324.00 feet, an arc distance of 1,084.67 feet, a chord bearing of North 65° 07' 47" East 1054.59 feet; thence South 0° 00' 46" East leaving the Southerly line of Amberton Village No. 3, 1533.79 feet to the South line of Section 31, thence South 89° 47' 53" West along the South line of Section 31, 1132.87 feet to the point of beginning. Excluding a strip of land 100 feet in width owned by ConRail (formerly Penn Central Railroad) described as: Commencing at the Southwest corner of Section 31, Town 2 South, Range 3 West, Parma Township, Jackson County, Michigan, thence North 1° 18' 33" West along the West line of Section 31, 306.12 feet to the point of beginning of this exclusion; thence Southeasterly on a curve to the right having an I angle of 14° 45' 53", a radius of 4147.65 feet, an arc distance of 1068.76 feet, a chord bearing of South 73° 28' 58" East 1065.81 feet to the South line of Section 31, thence North 89° 47' 53" East along the South line of Section 31, 118.05 feet; thence North 0° 00' 46" West 55.73 feet; thence Northwesterly on a curve to the left having an I angle of 16° 09' 37" a radius of 4247.65 feet, an arc distance of 1198.05 feet, a chord bearing of North 73° 01' 56" West 1194.08 feet to the West line of Section 31, thence South 1° 18' 33" East along the West line of Section 31, 101.60 feet to the beginning.

Also subject to the public easement and right of way for Erie Road being 66 feet in width, the centerline described as: Beginning 428.60 feet North 1° 18' 33" West from the Southwest corner of Section 31, thence South 84° 37' 56" East 181.08 feet; thence Southeasterly on a curve to the right having an I angle of 16° 15' 47" a radius of 1460.48 feet; an arc distance of 414.55 feet and a chord bearing of South 76° 30' 01" East 413.16 feet; thence South 68° 22' 09" East 603.30 feet to a point on the East line of the above described parcel, said point being 1132.84 feet East and 91.22 feet North of the Southwest corner of Section 31, Town 2 South, Range 3 West.

Error of Closure 1 foot over 6,873 feet.

PARCEL NUMBER TWO

Land situated in Sheridan Township, Calhoun County, Michigan described as follows:

A parcel of land in the Southeast 1/4 of the Northeast 1/4 and in the Northeast 1/4 of the Southeast 1/4 of Section 36, Town 2 South, Range 4 West, Sheridan Township, Calhoun County, Michigan and being more specifically described as commencing at the East 1/4 post of said Section 36; thence South 01° 03' 00" East along the East line of said Section 36, 47.57 feet for the place of beginning of this description and being the Southeast corner of premises described in deed recorded in Liber 554 on page 55, thence continuing South 01° 03' 00" East along the East line of said Section 36, 337.74 feet, thence North 88° 21' 00" West 666.57 feet; thence North 00° 34' 30" West 80.52 feet; thence South 88° 29' 00" East 90.59 feet to the Southeast corner of premises described in deed recorded in Liber 802 on page 197, thence North 02° 40' 00" West 483.17 feet (recorded as North 01° 40' 00" West 482.70 feet) to the Southerly right of way line of Michigan Avenue (so-called); thence North 72° 34' 00" East along said line 376.66 feet; thence Northeasterly along said line and the arc of a curve to the left 135.38 feet, radius 4330.18 feet, central angle 1° 47' 26", chord bearing North 71° 40' 17" East 135.37 feet to the Westerly line of premises described in deed recorded in Liber 554 on page 55, thence South 01° 03' 00" East 400.09 feet; thence North 88° 38' 00" East 97.70 feet to the place of beginning.

LIBER 1236 PAGE 450

Being a part of Lot No. 27 of SUPERVISOR'S PLAT OF SECTION 36, Town 2 South, Range 4 West, Sheridan Township, Calhoun County, Michigan as recorded in Liber 9-A of Plats, on pages 7, 8, 9 and 10, in the Office of the Register of Deeds for Calhoun County, Michigan.

ASSIGNMENT OF REAL ESTATE MORTGAGE

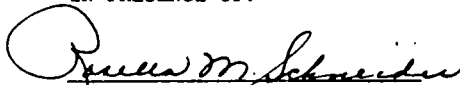
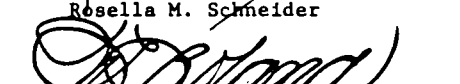
AUG 26 2 11 PM '85

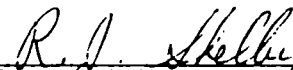
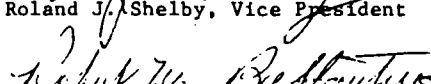
FOR VALUE RECEIVED, the undersigned does hereby sell, assign, and convey with warranty to SMALL BUSINESS ADMINISTRATION, 477 Michigan Avenue, Detroit, Michigan 48226, all its right, title and interest in and to a certain Real Estate Mortgage dated the 18th day of August, 1981, made by Scott's Disposal Service, Inc., a Michigan corporation, 1215 Lewis Street, Jackson, Michigan, to the undersigned and recorded in the Office of the Register of Deeds for the County of Calhoun, State of Michigan, in Liber 1236, of Mortgages, on Pages 446-450, on September 2, 1981, together with the Note to which the same is collateral, and covenants the balance owing as of September 24, 1984 was the sum of Two Hundred Twenty-five Thousand Four Hundred Sixteen and 63/100 (\$225,416.63) Dollars with interest from May 24, 1982.

Signed, sealed and delivered the 22nd day of August, 1985.

IN PRESENCE OF:

COMERICA BANK-JACKSON

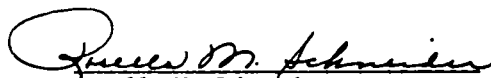

Rosella M. Schneider

N. L. Boland

By: 
Roland J. Shelby, Vice President
By: 
Robert W. Ballantine, President

(SEAL)

STATE OF MICHIGAN)
COUNTY OF JACKSON) SS

On this 22nd day of August, 1985, before me, the subscriber, a Notary Public in and for said County, personally appeared Roland J. Shelby and Robert W. Ballantine, to me personally known, who being by me duly sworn, did say that they are respectively the Vice President and President of Comerica Bank-Jackson, a Michigan Banking Corporation (herein called "Bank"), and that they have knowledge of the facts herein recited and that the Seal affixed to the annexed Assignment of Real Estate Mortgage is the Seal of said Bank, and that said instrument was signed and sealed on behalf of said Bank by authority of its Board of Directors, and Roland J. Shelby and Robert W. Ballantine acknowledged said instrument to be the free act and deed of said Bank.


Rosella M. Schneider
Notary Public
Jackson County, Michigan

My Commission Expires: 11-27-88

ROSELLA M. SCHNEIDER
Notary Public, Jackson County, Michigan
My Commission Expires November 27, 1988

Prepared by:

Rosella M. Schneider
Comerica Bank-Jackson, N.A.
245 West Michigan Avenue
Jackson, MI 49201

LIB: R 1348 PAGE 893

THIS AGREEMENT made this 11th day of November 19 86 between
Gerard J. Munier, aka Gerard Munier, and Christiane M. Munier, aka Christiane Munier,
husband and wife

lessor (whether one or more), whose address is: 2004 East Michigan Avenue, Albion, Michigan 49224
and PPG OIL & GAS CO., INC., A DELAWARE CORP., OF 600 S. CHERRY ST., SUITE 1020, DENVER, CO 80222, lessee. WITNESSETH:

1. Lessor, in consideration of ten dollars and other good and valuable consideration ~~and~~ receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil, gas, sulphur and all other minerals produced in conjunction therewith, together with the right to make surveys on said land, lay pipelines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto, when said adjacent land is spaced, pooled, or unitized with any lands covered

hereby. The land covered hereby, herein called "said land", is located in the County of Calhoun, Township of Sheridan

State of Michigan, and is described as follows:

See Exhibit "A" attached to and made a part hereof for a description of land covered by this lease.

LIBER 1405 PAGE 267

MAN 10 2 21 PM '87

This lease also covers and includes any land contiguous to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 3.4 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of five (5) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor in the pipeline to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipeline or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipeline oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the City Bank

and Trust Bank at Albion, Michigan or its successors, which shall continue as the depository, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish unit containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder shall not have the effect of exchanging or transferring any interest under this lease between parties. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

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8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors and assigns. No change or division in the ownership of said land, royalties or other moneys, or any part thereof, howsoever increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement or production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

A 21-2

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any act by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessor as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of the lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

12. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws insofar as they may in any way affect the purpose for which this lease is made.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Witnesses:

Joseph M. Schmitt
Witness: Joseph M. Schmitt
Keith Harris
Witness: Keith Harris

Gerard J. Munier
Gerard J. Munier, No. aka Gerard Munier
395-401 3223
Christiane M. Munier
Christiane M. Munier, aka Christiane Munier

No.

No.

1358 1405 PAGE 268

STATE OF Michigan ACKNOWLEDGEMENT
COUNTY OF Calhoun

The foregoing instrument was acknowledged before me this 13th day of November, 1986, by
Gerard J. Munier, aka Gerard Munier, & Christiane M. Munier, aka Christiane Munier, h/w

My Commission Expires: 1/3/90
Robert M. Shamansky
Robert M. Shamansky
Notary Public in and for Jackson County, State of Michigan
Acting in Calhoun County, Michigan

STATE OF _____ ACKNOWLEDGEMENT
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

My Commission Expires: _____
Notary Public in and for _____ County, State of _____

This instrument prepared by Joseph M. Schmitt of Box 1363, Jackson, Michigan 49204

When recorded return to:

Please return to:
PPG INDUSTRIES, INC.
Suite 1020
600 South Cherry St.
Denver, CO 80222
Attn: J. V. Jackson

This lease was filed the _____ day of _____, 19____,
at _____ o'clock _____ m. and recorded in Book _____ Page _____ of the
_____ Records of this office.

Register of Deeds of _____ County, _____

EXHIBIT "A"

This exhibit attached to and made a part of that certain Oil and Gas Lease dated November 11, 1986 by and between Gerard J. Munier, aka Gerard Munier, and Christiane M. Munier, aka Christiane Munier, husband and wife, as Lessors, and PPG Oil and Gas Co., Inc., as lessee:

Township 2 South, Range 4 West, Michigan Meridian

17 327
SHRDT
SH
Section 36: Part of the E1/2 described as part of Supervisor's Plat Lot 27 commencing at the Northwestern corner of Lot number 27 of the Recorded Supervisor's Plat Section 36, Town 2 South, Range 4 West, Sheridan Township, Calhoun County, Michigan as recorded in Liber 9-A of Plats, on page 8, in the Office of the Register of Deeds, Calhoun County, Michigan; thence South 0 Degrees 03 Minutes East along the Westerly line of said lot 406.95 feet to a corner of said lot; thence South 88 Degrees 29 Minutes East 235 feet to an iron stake; thence North 1 Degree 40 Minutes West 482.7 feet to the Northwestern line of said lot; thence South 72 Degrees 34 Minutes West 232 feet to the place of beginning.

PL 407
SHRDT
SH
Section 36: Part of the E1/2 described as part of Supervisor's Plat Lot 27 described as commencing at the Northwest corner of Lot 27, Supervisor's Plat of Section 36; thence North 72 Degrees 34 Minutes 00 Seconds East 232 feet along the North line of said Lot 27, and the Southerly right of way line of Michigan Avenue for the point of beginning of this description; thence continuing North 72 Degrees 34 Minutes 00 Seconds East 115 feet along the North Line of said Lot 27 and the Southerly right of way line of Michigan Avenue; thence South 17 Degrees 26 Minutes 00 Seconds East 270 feet; thence South 72 Degrees 34 Minutes 00 Seconds West 186.17 feet; thence North 02 Degrees 40 Minutes 00 Seconds West (recorded as North 01 Degree 40 Minutes 00 Seconds West) 279.22 feet to the point of beginning.

It is the intent of the lessor's herein to lease their entire interest in lands lying in the E1/2 of Section 36.

Signed for identification:

DEED 1405 PAGE 269

Gerard J. Munier
Gerard J. Munier, aka Gerard Munier

Christiane M. Munier
Christiane M. Munier, aka
Christiane Munier

OIL & GAS LEASE

THIS AGREEMENT made this 17th day of October 1986, between
Gordon Stevick and Marguerite Stevick,
husband and wife

lessor (whether one or more), whose address is: Lot 1, Crystal Lake, Cement City, Michigan
and PPG OIL & GAS CO., INC., A DELAWARE CORP., OF 600 S. CHERRY ST., SUITE 1020, DENVER, CO 80222

WITNESSETH:

1. Lessor, in consideration of ten dollars and other good and valuable consideration receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and demise unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling and operating for, producing and conveying oil, gas, sulphur and all other minerals produced in conjunction therewith, together with the right to make surveys on said land, lay pipelines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto, when said adjacent land is spaced, pooled, or unitized with any lands covered hereby. The land covered hereby, herein called "said land", is located in the County of Calhoun, Sheridan Township

State of Michigan, and is described as follows:

See Exhibit "A" attached to and made a part hereof for a description of lands covered by this lease.

LIB: 1426 PAGE 252

This lease also covers and includes any land contiguous to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 26.2 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of five (5) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor in the pipeline to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipeline or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipeline oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders as or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Mason State Bank

Bank at Mason, Michigan 48854 or its successors, which shall continue as the depository, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder shall not have the effect of exchanging or transferring any interest under this lease between parties. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, assigns and successive assigns. No change or division in the ownership of said land, royalties or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any act by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land, included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of the lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

12. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws insofar as they may in any way affect the purpose for which this lease is made.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Witnesses:

D W M Mead
Witness: D.W. Mead
Beulah Mead
Witness: Beulah Mead

Gordon D Stevick
Gordon Stevick No. 383-34-2578
D.
Marguerite Stevick
Marguerite Stevick No.

No.

No.

STATE OF Michigan
COUNTY OF Jackson

ACKNOWLEDGEMENT

1426 PAGE 253

The foregoing instrument was acknowledged before me this 17th day of October, 19 86, by
Gordon Stevick and Marguerite Stevick, h/w

My Commission Expires:

4-11-90

Gregory J. Vadnais
Notary Public in and for Ingham

County, State of Michigan

Acting In Jackson

County Michigan

STATE OF _____
COUNTY OF _____

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by

My Commission Expires:

Notary Public in and for _____ County, State of _____

This instrument prepared by Joseph M. Schmitt of Box 1363, Jackson, Michigan 49204

When recorded return to:

This lease was filed the _____ day of _____, 19____,
at _____ o'clock _____ m. and recorded in Book _____, Page _____ of the
_____ Records of this office.

Register of Deeds of _____ County, _____

Exhibit "A"

This exhibit attached to and made a part of that certain oil and gas lease dated October 17, 1986 by and between Gordon Stevick and Marguerite Stevick, husband and wife, Lot 1, Crystal Lake, Cement City, Michigan, as lessors, and PPG Oil and Gas Co., Inc., as lessee:

Township 2 South, Range 4 West, Michigan Meridian

Section 36: Part of the SE1/4 described as Supervisor's Plat Lot 27, except beginning at the centerline of Highway U.S. 12 and the E lot line, South 460 feet, West 97.71 feet, North to the centerline of U.S. 12, Northeasterly to the P.O.B., and except, beginning at the NW corner of said lot, thence South 406.95 feet, East 235 feet, North 482 feet, South 72 Degrees 34 Minutes West to the P.O.B., and also except, beginning at the E1/4 post, thence South 1 Degree 3 Minutes East 337.74 feet, thence North 88 Degrees 21 Minutes West 666.57 feet, thence North 00 Degrees 34 Minutes West 80.52 feet, thence South 88 Degrees 29 Feet, thence East 90.59 feet, thence North 02 Degrees 40 Minutes West 483.17 feet

Township 2 South, Range 4 West, Michigan Meridian

Section 36: Part of the SE1/4 described as Supervisor's Plat Lot 28, except commencing at the Southwest Corner of said Lot 28, thence North along the west line of said lot 250 feet, thence East 300 feet, thence South to the South line of said Lot 28, thence Westerly along South line of said Lot 28 to the P.O.B.

It is the intent of the Lessor's herein to let, lease, and demise their entire interest lying in the SE1/4 of Section 36.

LOS
ms

SHRDT LT 27 SH 531.

CORPORATION WARRANTY DEED

This Indenture, Made this 10th day of October 1987

RECORDED

WITNESSETH, That SCOTT'S DISPOSAL SERVICE, INC., A MICHIGAN CORPORATION, OF 1705 S. MILWAUKEE, JACKSON, MI 49203

Nov 6 1 22 PM '87

for the sum of FOUR THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$4,600.00) CONVEYS AND WARRANTS to JOE D. FITZPATRICK AND LUELLA V. FITZPATRICK, HUSBAND AND WIFE, OF 13151 WEST MICHIGAN AVENUE, PARMA, MI

CLERK OF COURT
CALHOUN COUNTY, MICH
James J. Jones

5.50

5.50
0550
DEPT. OF REVENUE
TRANSFER TAX
CALHOUN COUNTY, MICHIGAN
NOV 6 1987

SEE LEGAL DESCRIPTION ON SCHEDULE C ATTACHED HERETO.

State of Michigan)
County of Calhoun) NOV 6 1987
I hereby certify that there are no tax liens on the lands described in the within instrument, and that there are no tax liens or claims held by individuals on said lands for the five years preceding the date of this instrument as appears in my office. This certificate does not apply on taxes, if any, now in process of collection.

Ann Rosenbaum
ANN ROSENBAUM, Calhoun County Treasurer

TAX ROLL #13-19-362-036-10

216610

NOV 6 1987

Signed in Presence of

Larry R. Spaulding
Delaine M. Aikins
Delaine M. Aikins

Signed on the Date first above written

Donald H. Scott
DONALD H. SCOTT, PRESIDENT

STATE OF MICHIGAN
County of CALHOUN

The foregoing instrument was acknowledged before me this 10 day of October 1987, by DONALD H. SCOTT, PRESIDENT of SCOTT'S DISPOSAL SERVICE, INC., A MICHIGAN CORPORATION, on behalf of the corporation

LIBER 1433 PAGE 598

Notary Public's Office

Delaine M. Aikins
Delaine M. Aikins
Notary Public, Calhoun County, Michigan
My commission expires June 11, 1989

Prepared by: CALHOUN TITLE OFFICE
6 EAST MICHIGAN MALL
BATTLE CREEK, MI 49917

SCHEDULE C

the following described lands and premises situated in SHERIDAN TOWNSHIP, Calhoun County, State of Michigan, viz:

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 2 SOUTH, RANGE 4 WEST, SHERIDAN TOWNSHIP, CALHOUN COUNTY, MICHIGAN AND BEING MORE SPECIFICALLY DESCRIBED AS COMMENCING AT THE EAST 1/4 POST OF SAID SECTION 36; THENCE SOUTH 01 DEGREE 03' 00" EAST ALONG THE EAST LINE OF SAID SECTION 36, 47.37 FEET FOR THE PLACE OF BEGINNING OF THIS DESCRIPTION AND BEING THE SOUTHEAST CORNER OF PREMISES DESCRIBED IN DEED RECORDED IN LIBER 554 ON PAGE 55, HENCE CONTINUING SOUTH 01 DEGREE 03' 00" EAST ALONG THE EAST LINE OF SAID SECTION 36, 337.74 FEET, THENCE NORTH 88 DEGREES 21' 00" WEST 666.57 FEET; THENCE NORTH 00 DEGREES 34' 30" WEST 80.52 FEET; THENCE SOUTH 88 DEGREES 29' 00" EAST 90.59 FEET TO THE SOUTHEAST CORNER OF PREMISES DESCRIBED IN DEED RECORDED IN LIBER 802 ON PAGE 197, THENCE NORTH 02 DEGREES 40' 00" WEST 483.17 FEET (RECORDED AS NORTH 01 DEGREE 40' 00" WEST 482.70 FEET) TO THE SOUTHERLY RIGHT OF WAY LINE OF MICHIGAN AVENUE (SO-CALLED); THENCE NORTH 72 DEGREES 34' 0" EAST ALONG SAID LINE 376.66 FEET; THENCE NORTHEASTERLY ALONG SAID LINE AND THE ARC OF A CURVE TO THE LEFT 135.38 FEET, RADIUS 4330.18 FEET, CENTRAL ANGLE 1 DEGREE 47' 26", CHORD BEARING NORTH 71 DEGREES 40' 17" EAST 135.37 FEET TO THE WESTERLY LINE OF PREMISES DESCRIBED IN DEED RECORDED IN LIBER 554 ON PAGE 55, THENCE SOUTH 01 DEGREE 03' 00" EAST 400.09 FEET; THENCE NORTH 88 DEGREES 38' 00" EAST 97.70 FEET TO THE PLACE OF BEGINNING.

BEING A PART OF LOT NO. 27 OF SUPERVISOR'S PLAT OF SECTION 36, TOWN 2 SOUTH, RANGE 4 WEST, SHERIDAN TOWNSHIP, CALHOUN COUNTY, MICHIGAN, AS RECORDED IN LIBER 9-A OF PLATS, ON PAGES 7, 8, 9 AND 10, IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALHOUN COUNTY, MICHIGAN.

This deed is given subject to easements, restrictions and reservations of record, if any.

P+27 SHRDTE SH

LIBER 1433 PAGE 599

144004

1433-733

DEED TO STATE OF MICHIGAN

THIS INDENTURE, Made this first day of June, 1987, between Robert A. Bowman, State Treasurer of the State of Michigan, party of the first part, by Donald Bengel, Administrator, Local Property Services Division, Department of Treasury, the authorized representative of the State Treasurer, and the State of Michigan, party of the second part.

WHEREAS, the title to the land hereinafter described became vested in the party of the second part by virtue of non-redemption from the 1986 tax sale held pursuant to a decree of the circuit court for the county next below mentioned; and

WHEREAS, it is now the duty of the party of the first part to convey said land to the party of the second part in accordance with the provisions of Section 67a of the General Property Tax Law, being Act No. 206 of the Public Acts of 1893, as amended.

THIS INDENTURE WITNESSETH: That the said party of the first part, for and in consideration of the premises, does by these presents grant, bargain, sell, remise, release, alien and convey unto the said party of the second part all those certain pieces or parcels of land situate and being in the County of CALHOUN, and State of Michigan, known and described as follows, to-wit:

Township of SheridanSUPERVISORS PLAT SECTION 36

Lot 27 exc beg c/l US 12 & E Lot 11 S 460' W 97° 71' N to c/l NEly to POB exc beg NW cor of said Lot th S 406.95 ft', E 235', N 482', S 72° 34' W 232' to POB exc US 12 r/w also exc beg at E 1/4 post th S 01° 03' E 47.57' to POB th S 01° 03' E 337.74' th N 88° 21' W 666.57' th N 00° 34' 30" W 80.52' th S 88° 29' E 90.59' th N 02° 40' W 483.17'
193620360000

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Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and To Hold the said premises unto the said party of the second part, to the sole and only proper use, benefit and behoof of the said party of the second part, its successors and assigns, Forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal on the day and year first above written.

Signed, Sealed and Delivered in Presence of

Kay R. David
Kay R. David

Cynthia Lee McFall
Cynthia Lee McFall

ROBERT A. BOWMAN, State Treasurer

By:

Donald Bengel
Donald Bengel
Administrator
Local Property Services Division
Department of Treasury

Drafted by Cynthia Lee McFall

Treasury Building
Lansing, Michigan

LIBER 1433 PAGE 733

STATE OF MICHIGAN, }
County of Ingham, } ss.

On this first day of June A.D. 1987 before me, a Notary Public in and for said county, personally appeared Donald Bengel, Administrator, Local Property Services Division, Department of Treasury of the State of Michigan, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Joan M. Colbert
Joan M. Colbert
Notary Public, Ingham County, Michigan

My commission expires August 8, 1987.

PARTIAL RELEASE OF MORTGAGE

THIS INDENTURE made between SMALL BUSINESS ADMINISTRATION, an Agency of the United States of America, with a District Office at 515 Patrick V. McNamara Building, 477 Michigan Avenue, Detroit, Michigan 48226, herein called "Assignee of Mortgagee", and Scott's Disposal Service, Inc., a Michigan corporation, of 1215 Lewis Street, Jackson, Michigan, herein called "Mortgagor":

WHEREAS, said Mortgagor, by Indenture of Mortgage dated August 18, 1981, for the consideration therein mentioned, and to secure the payment of the money therein specified, did mortgage certain lands and tenements, herein called "Mortgaged Lands", of which the lands hereinafter described are parts unto The National Bank of Jackson, a Federal Banking Association, (now Comerica Bank-Jackson), of 245 West Michigan Avenue, Jackson, Michigan, herein called "Mortgagee", which said Mortgage was recorded in the Office of the Register of Deeds of Calhoun County, Michigan, on September 2, 1981, in Liber 1236, on Pages 446-449, of Mortgages;

WHEREAS, said Mortgagee did, on August 22, 1985, assign to the SMALL BUSINESS ADMINISTRATION all its right, title and interest in and to the Real Estate Mortgage set forth above; which said Assignment of Real Estate Mortgage was recorded in the Office of the Register of Deeds for Calhoun County, Michigan, on August 26, 1985, in Liber 1348, on Pages 893; and

WHEREAS, said Assignee of Mortgagee, at the request of the Mortgagor, has agreed to give up and surrender the lands hereinafter described, unto the said Mortgagor, and to hold and retain the residue of the Mortgaged Lands as security for the money remaining due on said Mortgage;

NOW, THIS INDENTURE WITNESSETH, that the said Assignee of Mortgagee, in pursuance of the said agreement, and in consideration of \$1.00, and other valuable considerations, to it duly paid at the time of sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does grant, release, quit-claim, and set over unto said Mortgagor, all that part of the said Mortgaged Lands, situated and being in the County of Calhoun, and State of Michigan, more particularly described as follows:

Land situated in Sheridan Township, Calhoun County, Michigan described as follows:

A parcel of land in the Southeast 1/4 of the Northeast 1/4 and in the Northeast 1/4 of the Southeast 1/4 of Section 36, Town 2 South, Range 4 West, Sheridan Township, Calhoun County, Michigan and being more specifically described as commencing at the East 1/4 post of said Section 36; thence South 01°03' 00" East along the East line of said Section 36, 47.57 feet for the place of beginning of this description and being the Southeast corner of premises described in deed recorded in Liber 554 on page 55, thence continuing South 01°03' 00" East along the East line of said Section 36, 337.74 feet, thence North 88°21' 00" West 666.57 feet; thence North 00°34' 30" West 80.52 feet; thence South 88°29' 00" East 90.59 feet to the Southeast corner of premises described in deed recorded in Liber 802 on page 197, thence North 02°40' 00" West 483.17 feet (recorded as North 01°40' 00" West 482.70 feet) to the Southerly right of way line of Michigan Avenue (so-called); thence North 72°34' 00" East along said line 376.66 feet; thence Northeasterly along said line and the arc of a curve to the left 135.38 feet, radius 4330.18 feet, central angle 1°47' 26", chord bearing North 71°40' 17" East 135.37 feet to the Westerly line of premises described in deed recorded in Liber 554 on page 55, thence South 01°03' 00" East 400.09 feet; thence North 88°38' 00" East 97.70 feet to the place of beginning.

Being a part of Lot No. 27 of SUPERVISOR'S PLAT OF SECTION 36, Town 2 South, Range 4 West, Sheridan Township, Calhoun County, Michigan as recorded in Liber 9-A of Plats, on pages 7, 8, 9 and 10, in the Office of Register of Deeds for Calhoun County, Michigan

TO HAVE AND TO HOLD, the lands and premises hereby released and conveyed to the said Mortgagor, its heirs and assigns, to their only proper use, benefit and behoof, forever, free, and clear and discharged of and from all lien and claim, under and by virtue of the Indenture of Mortgage aforesaid.

IN WITNESS WHEREOF, SMALL BUSINESS ADMINISTRATION has caused this instrument to be executed in its name by its authorized officer of its Detroit District Office on November 20, 1987.

IN PRESENCE OF:

SMALL BUSINESS ADMINISTRATION,
an Agency of the U. S. Government

David A. Engler
David A. Engler

By: Hazel Zackery
Hazel Zackery
Chief, Liquidation Division
Detroit District Office

Mary A. Gozdziak
Mary A. Gozdziak

STATE OF MICHIGAN)
) SS:
COUNTY OF WAYNE)

On this 20th day of NOVEMBER, 19 87, before me appeared Hazel Zackery, Chief, Liquidation Division, Detroit District Office, Small Business Administration, An Agency of the United States of America, to me personally known, who, being by me duly sworn, did say that she executed the foregoing instrument, said instrument was signed in behalf of said Small Business Administration by authority vested in her, and that she acknowledged said instrument to be the free act and deed of said Small Business Administration.

Mary A. Gozdziak
Mary A. Gozdziak
Notary Public
Wayne County, Michigan
My Commission Expires: 04/03/88

This Instrument Drafted By: EW
Edward S. Witzke, Asst. District Counsel
Small Business Administration
515 Patrick V. McNamara Building
477 Michigan Avenue
Detroit, Michigan 48226

After Recording Return To:
Joe D. Fitzpatrick
13151 W. Michigan
Parna, Michigan 49269

THIS AGREEMENT made this 20th day of October 1986 between
Scott's Disposal Service, Inc. and Donald H. Scott, a single man, individually

lessor (whether one or more), whose address is: 1215 Lewis, Jackson, Michigan 49201
and PPG OIL & GAS CO., INC., A DELAWARE CORP., OF 600 S. CHERRY ST., SUITE 1020, DENVER, CO 80222

lessee, WITNESSETH:

1. Lessor, in consideration of ten dollars cash and other valuable consideration, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling and operating for, producing and owning oil, gas, sulphur and all other minerals produced in conjunction therewith, together with the right to make surveys on said land, lay pipelines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto, when said adjacent land is spaced, pooled, or unitized with any lands covered hereby. The land covered hereby, herein called "said land", is located in the County of Jackson and Calhoun, Townships of Parma and Sheridan State of Michigan, and is described as follows:

See Exhibit "A" attached to and made a part hereof.

DEC 10 9 54 AM '87

JACKSON COUNTY
REGISTER OF DEEDS
LEATRICE ZIROVICH

LIBER 1438 PAGE 274

This lease also covers and includes any land contiguous to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 36.22 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of five (5) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor in the pipeline to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipeline or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipeline oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Security Savings

Bank at Jackson, Michigan or its successors, which shall continue as the depository, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 3 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder shall not have the effect of exchanging or transferring any interest under this lease between parties. Neither shall it impair the right of lessee to release as provided in paragraph 3 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter cover separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or hydrocarbon, the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors and assigns. No change or division in the ownership of said land, royalties or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of the lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

12. Lessor hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws insofar as they may in any way affect the purpose for which this lease is made.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Witnesses:

Joseph M. Schmitt
Witness: Joseph M. Schmitt

Julia J. Davenport
Witness: Julia J. Davenport

Donald H. Scott
Donald H. Scott, No. 379-60-9868
a single man

No.
Donald H. Scott
No.
Scott's Disposal Service, Inc. by
Donald H. Scott, ~~Max~~ President

STATE OF Michigan

ACKNOWLEDGEMENT

COUNTY OF Jackson

The foregoing instrument was acknowledged before me this 20th day of October, 1986, by
Donald H. Scott, individually and as President of Scott's Disposal Service, Inc.

My Commission Expires:
11/24/86

Julia J. Davenport
Notary Public in and for Jackson County, State of Michigan
Acting in Michigan County, Michigan

STATE OF _____

ACKNOWLEDGEMENT

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by _____

My Commission Expires: _____

Notary Public in and for _____ County, State of _____

This instrument prepared by Joseph M. Schmitt of Box 1363, Jackson, Michigan 49204

When recorded return to:

PPG Oil & Gas
One Jackson Square
Suite 600
Jackson, Mich.
49201

This lease was filed the _____ day of _____, 19____,
at _____ o'clock _____ m. and recorded in Book _____, Page _____ of the
_____ Records of this office.

Register of Deeds of _____ County, _____

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EXHIBIT "A"

This exhibit attached to and made a part of that certain oil and gas lease dated October 20, 1986 by and between Scott's Disposal Service, Inc., and Donald H. Scott, a single man, individually, as lessors, and PPG Oil and Gas Co., Inc., as lessee:

Township 2 South Range 3 West, Michigan Meridian

~~Section 31: Part of the SW1/4 described as commencing at the~~
Southwest Corner of Section 31, thence North 01 Degree 18 Minutes 33 Seconds West along the West Section line 1,089.64 feet to the SW corner of Amberton Village No. 3, thence North 88 Degrees 37 Minutes 57 Seconds East along the Southerly line of Amberton Village No. 3, 200.69 feet, thence Northeasterly on a curve to the left along said Southerly line having an I angle of 46 Degrees 56 Minutes 20 Seconds, a Radius of 1,324 feet, an Arc distance of 1,084.67 feet, a Chord bearing of North 65 Degrees 07 Minutes 47 Seconds East, 1,054.59 feet, thence South 0 Degrees 0 Minutes 46 Seconds East, 1,533.79 feet to the South Section Line, thence South 89 Degrees 47 Minutes 53 Seconds West, 1,132.87 feet to the point of beginning.

Township 2 South, Range 4 West, Michigan Meridian

Section 36: Part of the SE1/4 described as being Part of Supervisor's Plat Lot 27 beginning at the E1/4 post, thence South 01 Degree 03 Minutes East 44.57 feet to the point of beginning, thence South 01 Degree 03 Minutes East 337.74 feet, thence North 88 degrees 21 Minutes 66.57 feet, thence North 00 Degrees 34 Minutes 30 Seconds West 80.52 feet, thence South 88 Degrees 29 Minutes East 90.59 feet, thence North 02 Degrees 40 Minutes West 483.17 feet, thence North 72 Degrees 34 Minutes East 376.66 feet, thence South 01 Degree 03 Minutes East 400.09 feet, thence North 88 Degrees 38 Minutes East 97.70 feet to the point of beginning.

It is the intent of the Lessor's herein to let, lease, and demise their entire interest in lands lying in Township 2 South, Range 3 West, M.M., Section 31: SW1/4, and Township 2 South, Range 4 West, M.M., Section 36: SE1/4.

Signed for identification:

Donald H. Scott
Donald H. Scott, a single man

Scott's Disposal Service Inc. by
Donald H. Scott
Donald H. Scott, President

MORTGAGE

RECORDED

JAN 14 10 48 AM '88

1440-234

THIS MORTGAGE made this 8th day of January by Joe D. Fitzpatrick and Luella V. Fitzpatrick, husband and wife 13151 West Michigan Ave. , Parma, Michigan 49269 (the "Mortgagor") unto CHEMICAL BANK SOUTH a Michigan banking corporation, whose address is 115 West Drive South , Marshall, Michigan 49068- (the "Mortgagee");

That to secure the payment to Mortgagee by Mortgagor of FIFTY TWO THOUSAND AND NO/100 ----- Dollars (\$ 52,000.00), together with interest thereon, payable in United States legal tender on or before January 08 , 1998 , as evidenced by Mortgagor's several promissory notes bearing even date herewith or later dates (hereinafter referred to as the "Notes") as well as any renewals, modifications or extensions thereof, and to secure the performance of the covenants and conditions herein contained, and to secure the payment of all other amounts payable by Mortgagor to Mortgagee hereunder, Mortgagor hereby mortgages and warrants to Mortgagee all of that certain piece or parcel of land in the Township of Sheridan , County of Calhoun , and State of Michigan (hereinafter referred to as the "Real Estate"), more particularly described as set forth in Exhibit "A" hereto which is incorporated herein by this reference.

TOGETHER with all buildings, structures and improvements now or hereafter erected thereon, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion or reversions, remainder or remainders thereof, and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor of, in and to the same and of, in and to every part and parcel thereof;

TOGETHER with all the rents, issues and profits thereof which are hereby specifically assigned, transferred and set over to the Mortgagee;

TOGETHER with all right, title and interest of the Mortgagor, if any, in and to the land lying in the bed of any street, road, avenue or alley, opened, proposed or vacated in front of or adjoining the Real Estate to the center line thereof;

TOGETHER with all easements, rights and licenses relating to the Real Estate;

TOGETHER with all machinery, apparatus, equipment, appliances, floor covering, furniture, furnishings, supplies, materials, fittings, fixtures and personal property of every kind and nature whatsoever, now or hereafter located in or upon, affixed to or intended for use in or upon the Real Estate, or any part thereof, now owned or hereafter acquired by Mortgagor, and used or usable in connection with any present or future operation or maintenance of the Real Estate, and all replacements thereof (the "Equipment"), including, but without limiting the generality of the foregoing, all heating, lighting, ventilating and power equipment, pipes, ducts, pumps, tanks, compressors, engines, motors, conduits, plumbing and cleaning equipment, fire extinguishing systems, refrigerating and ventilating apparatus, air-cooling and air conditioning apparatus, gas, water and electrical equipment, elevators, escalators, attached cabinets, shelving, partitions, carpeting, communications equipment and all of the right, title and interest of Mortgagor in and to any equipment which may be subject to any title retention or security agreement superior in lien to this Mortgage. All equipment hereinabove described shall be deemed part and parcel of said Real Estate, appropriated to the use of said Real Estate and, whether affixed or annexed or not, shall for the purpose of this Mortgage and as security

LIBER 1440 PAGE 234

**** CONTINUING ADVANCE ****

TETRA TECH, INC.

therefor be deemed conclusively to be real estate and mortgaged hereby (all of which real estate and equipment are hereinafter called "Premises"); and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same which may be made with respect to any of the Real Estate as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the Real Estate, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee and the costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment. Mortgagor shall execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment.

The indebtedness evidenced by the Notes and all other sums that may become due the Mortgagee under the terms hereof are hereafter sometimes called "Indebtedness Secured Hereby".

MORTGAGOR HEREBY COVENANTS AS FOLLOWS:

Payment of Debt.

1. The Mortgagor will pay the Mortgagee all Indebtedness Secured Hereby in accordance with the terms of said Notes and the provisions hereof.

Title.

2. At the time of the execution and delivery of this Mortgage, Mortgagor is seized of the Premises in fee simple, free of all liens and encumbrances, and Mortgagor will warrant and defend the same against any and all claims whatever, and the lien created hereby is and will be kept a first lien upon said Premises and every part thereof.

Taxes.

3. The Mortgagor will pay all taxes, assessments and other governmental charges levied against or affecting the Premises before any penalty for non-payment attaches thereto; and the Mortgagor will promptly pay all levies and liens which may be made or placed against the Premises. Provided, however, that after first obtaining written consent of Mortgagee, Mortgagor shall not be required to pay or discharge any lien or levy, nor shall Mortgagor be deemed to be in default for not so doing, if Mortgagor in good faith and by appropriate legal proceedings contests either the validity thereof or the amount claimed to be due, and the Mortgagor files such bond or provides such security as in Mortgagee's sole discretion shall be deemed necessary or desirable.

Repairs.

4. Mortgagor will abstain from and will not suffer the commission of waste on said Premises and will keep the buildings, improvements, fixtures and equipment now or hereafter thereon in good repair and will make replacements thereto as and when the same become necessary. Mortgagor shall not materially alter the buildings, improvements, fixtures or equipment now or hereafter upon said Premises, or remove the same therefrom, without the written consent of Mortgagee. Mortgagor will not permit any portion of the Premises to be used for any unlawful purpose.

15 41-2

Mortgagor will comply promptly with all laws, ordinances, regulations and orders of all public authorities having jurisdiction thereof relating to the Premises or the use, occupancy and maintenance thereof. Mortgagee shall have the right at any time, and from time to time, to enter the Premises for the purpose of inspecting the same.

Insurance.

5. Mortgagor will keep all buildings, improvements, fixtures and equipment now or hereafter upon said Premises insured against loss and damage by fire and the perils covered by extended coverage insurance, and against such other risks, and in such amounts, as may from time to time be required by Mortgagee (but in no event shall the amount of such insurance policies be less than the amount necessary to avoid the application of any co-insurance provisions under such policies), and with such insurer or insurers as may from time to time be approved by Mortgagee, with the proceeds thereof payable to Mortgagee under a mortgagee clause, without contribution, satisfactory to Mortgagee. All such policies shall provide for cancellation only after thirty (30) days' written notice to Mortgagee. The policies of such insurance, together with receipts evidencing payment in full of the premiums thereon, shall be delivered promptly to Mortgagee. In the event of loss or damage, Mortgagee is authorized and empowered (at its option) to settle or compromise claims under said policies, and to collect and receive the proceeds from any policy of insurance. Insurance proceeds shall be applied toward reimbursement of all costs and expenses of Mortgagee in collecting said proceeds, and toward the payment of the Indebtedness Secured Hereby or any portion thereof, whether or not then due or payable; or Mortgagee, at its sole discretion and option, may apply said insurance proceeds or any part thereof to the repair or rebuilding of said Premises. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such default or notice. In the event of sale of the Premises on foreclosure, the ownership of all policies of insurance shall pass to the purchaser at said sale.

Payments by Mortgagee.

6. If default be made in the payment of any of the aforesaid taxes, assessments, levies, or liens, or in making repairs or replacements, or in procuring and maintaining insurance and paying the premiums therefor, or in keeping or performing any other covenant of Mortgagor herein, Mortgagee may, at its option and without any obligation on its part so to do, pay said taxes, assessments, levies and liens, make such repairs and replacements, effect such insurance, and perform any other covenant of Mortgagor herein. All advances, costs, expenses and attorneys' fees which Mortgagee may make, pay, incur or advance under any provision of this instrument for the protection of the security of the Mortgagee or any of the rights of Mortgagee in connection with the Premises, or in foreclosure proceedings commenced and subsequently abandoned, or in any dispute or litigation in which Mortgagee or the holder of the Indebtedness Secured Hereby may become involved by reason of or arising out of this Mortgage, or to carry out any covenant of Mortgagor herein which Mortgagor has failed to carry out, shall be paid by Mortgagor to Mortgagee upon demand and bear interest from the date of advance or payment, until repaid, at the rate set forth in the Notes, all of which obligations shall be additional charges upon the Premises and be equally secured hereby, prior to any right or title to, interest in, or claim upon the Premises subordinate to the lien of this Mortgage.

Waste.

7. "Waste", in accordance with the provisions of Section 2927 of Act 236 of the Michigan Public Acts of 1961, as amended

from time to time, shall include non-payment of any taxes or assessments levied or assessed upon the Premises, and non-payment of any insurance premium upon any insurance policy covering the Premises, or any part thereof. Upon the happening of either or both of such acts of waste and on proper application made therefor by Mortgagee to a court of competent jurisdiction, Mortgagee shall forthwith be entitled to the appointment of a receiver of the Premises and of the earnings, income, issue and profits thereof, with such powers as the court making such appointment shall confer. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor or hearing thereon. Payment by Mortgagee for and on behalf of Mortgagor of any such delinquent taxes or insurance premiums, properly payable by Mortgagor under the terms of this Mortgage, shall not cure the default herein described, nor shall it in any manner impair Mortgagee's right to the appointment of a receiver on account thereof.

Litigation Indemnity.

8. In the event that Mortgagee is made a party to any suit or proceedings by reason of the interest of Mortgagee in the Premises, Mortgagor shall reimburse Mortgagee for all costs and expenses, including reasonable attorney fees, incurred by Mortgagee in connection therewith. All amounts incurred by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee on demand, with interest at the rate set forth in the Notes.

Acts of Default.

9. The entire Indebtedness Secured Hereby, together with interest thereon, shall become due and payable and this Mortgage shall become subject to foreclosure at the option of Mortgagee without notice, except as otherwise provided herein:

(a) Upon the election by Mortgagee to accelerate the maturity of the Notes pursuant to the provisions of the Notes or of any other instrument which may be held by Mortgagee as additional security for the Notes; or

(b) In the event of a default by Mortgagor under any of the terms or conditions of this Mortgage; or

(c) After default in the payment of any installment of principal and/or interest when due on the Indebtedness Secured Hereby; or

(d) After default in the payment when due of any tax, water rate, assessment or other charge on the Premises; or

(e) After default in assigning and delivering or keeping in force the policies of insurance herein described or referred to or in reimbursing Mortgagee for premiums paid on such insurance, as herein provided; or

(f) After default in furnishing a statement of the amount due on this Mortgage and whether any off-sets or defenses exist against the Mortgage debt, as hereinafter provided; or

(g) Upon the actual or threatened waste, removal or demolition of, or material alteration to, any part of the Premises; or

(h) Upon assignment by Mortgagor of the whole or any part of the rent, income or profits arising from the Premises without the written consent of Mortgagee; or

(i) Upon failure to remove any Federal tax lien on the Premises or in bonding off or otherwise adequately securing the Premises against said lien within five (5) days of the placement of such lien; or

(j) If, by order of a court of competent jurisdiction, a receiver, liquidator or trustee of Mortgagor, or of any of its property, shall be appointed and shall not have been discharged thirty (30) days; or

(k) If, by decree of such a court, Mortgagor shall be adjudicated bankrupt or insolvent, or any of its property shall have sequestered, and such decree shall have continued undischarged and unstayed for thirty (30) days after the entry thereof; or

(l) If Mortgagor shall default in the performance of the obligations of Mortgagor under any prior mortgage upon the Premises; or

(m) If Mortgagor shall file a petition in voluntary bankruptcy or for an arrangement or reorganization under any provision of any bankruptcy or other similar statute or shall consent to the filing of any such petition; or

(n) If Mortgagor shall make any assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(o) If Mortgagor shall consent to the appointment of a receiver, liquidator or trustee of Mortgagor or of all or any part of this property; or

(p) If Mortgagor shall institute any proceedings for the dissolution or liquidation of Mortgagor; or

(q) If Mortgagor shall sell, transfer or hypothecate any part of the Premises in violation of the terms of this Mortgage; or

(r) If Mortgagor shall violate any of the provisions of any lease or leases now or hereafter covering or affecting the Premises, or any portion thereof; or

Power of Sale.

10. Power is hereby granted to Mortgagee, if default is made in the payment of the principal or interest of the Indebtedness Secured Hereby or any part thereof, or in the payment of any other sums provided herein, or in the performance of any covenant or warranty or condition provided herein, to sell said Premises at public auction, and to convey the same to the purchaser, pursuant to the statute in such case made and provided, and to apply the proceeds of such sale in the manner hereinafter provided. Mortgagor understands that the statute pertaining to foreclosure by advertisement provides a means of foreclosure of this Mortgage and sale of the Premises without a hearing in any court. Should Mortgagee elect to foreclose this Mortgage by advertisement, notice thereof shall be given to Mortgagor, at the address set forth in this Mortgage. Mortgagor specifically waives the right to any notice other than as provided for herein and specifically waives the right to a judicial hearing in the event of foreclosure by advertisement.

Application of Proceeds.

11. Upon a foreclosure sale of said Premises or any part thereof under the power of sale herein contained or under a

decree of a court of chancery, the proceeds of such sale shall be applied in the following order:

(a) To the payment of all costs of the suit or foreclosure, including reasonable attorney fees and the cost of title searches and abstracts;

(b) To the payment of all other expenses of Mortgagee, including all moneys expended by Mortgagee hereunder, with interest thereon;

(c) To the payment of the principal and interest of the Indebtedness Secured Hereby;

(d) To the payment of the surplus, if any, to Mortgagor or to whosoever shall be entitled thereto.

Sale in Parcels.

12. Upon any foreclosure sale of the Premises, the same may be sold either as a whole or in parcels, as Mortgagee may elect, and if in parcels, the same may be divided as Mortgagee may elect, and at the election of Mortgagee may be offered first in parcels and then as a whole, the offer producing the highest price for the entire property to prevail, any law, statutory or otherwise, to the contrary notwithstanding, the Mortgagor hereby waives the right to require any such sale to be made in parcels or the right to select such parcels.

Eminent Domain.

13. In the event of the taking of all or any portion of the Premises in any proceedings under the power of eminent domain, the entire award rendered in such proceedings shall be paid to Mortgagee, to be applied toward reimbursement of all costs and expenses of Mortgagee in connection with said proceedings, and toward the payment of all amounts payable by Mortgagor to Mortgagee hereunder, and toward the payment of the Indebtedness Secured Hereby, or any portion thereof, whether or not then due or payable; or Mortgagee, at its option, may apply said award, or any part thereof, to the repair or rebuilding of said Premises.

Assignment of Rents.

14. As additional security for the payment of the principal and interest of the Indebtedness Secured Hereby, according to the terms of the Notes, and all other amounts payable by Mortgagor to Mortgagee under this Mortgage, and the performance of the covenants and conditions contained in this Mortgage, Mortgagor hereby assigns and transfers to Mortgagee all the rents, profits and income, whether due or to become due, under all oral and written leases of the Premises in existence or coming into existence during the period this Mortgage is in effect. This assignment of rents shall run with the land and be good and valid as against Mortgagor herein, or those claiming by, under or through Mortgagor, from the date of the recording of this Mortgage. Provided, however, Mortgagor may collect and retain such rents, profits and income so long as Mortgagor is not in default hereunder. This assignment shall continue to be operative during the foreclosure or any other proceeding taken to enforce this Mortgage. In the event of a sale on foreclosure which shall result in deficiency, this assignment shall stand as security during the redemption period for the payment of such deficiency.

In the event of default by Mortgagor under this Mortgage, Mortgagor shall, immediately upon demand by Mortgagee, deliver and surrender possession of the Premises to Mortgagee. Mortgagee shall have the right following such default and thereafter to

collect the rents, profits and income from the Premises; rent or lease said Premises or any portion thereof upon such terms and for such time as it may deem best; and terminate any tenancy and maintain proceedings to recover rents or possession of the Premises from any tenant or trespasser. Mortgagee shall apply the net proceeds of such rent, profits, and income as follows: preservation of the Premises; payment of taxes; payment of insurance premiums; payment of interest and principal of the Indebtedness Secured Hereby, and other amounts due under the terms of this Mortgage.

In the event that Mortgagor fails, refuses or neglects to deliver or surrender such possession, Mortgagee shall be entitled to the appointment of a receiver of the Premises and of the rents, profits and income with such power as the Court making such appointment may confer.

Leases.

15. Mortgagor shall observe and perform all covenants, conditions and agreements contained in any lease or leases now or hereafter affecting the Premises, or any portion thereof, on the part of Mortgagor to be observed and performed. Mortgagor shall not amend or otherwise modify any existing or future lease so as to reduce the existing rent or lease term, or accept any prepayment of rent or installment of rent for more than one month in advance, without the prior written consent of Mortgagee. Mortgagor, upon request, from time to time, shall furnish to Mortgagee a statement in such reasonable detail as Mortgagee may request, certified by Mortgagor, of all leases relating to the Premises, and, on demand, Mortgagor shall furnish to Mortgagee conformed true copies of any and all such leases.

Remedies.

16. Mortgagee shall have the right from time to time to sue for any Indebtedness Secured Hereby or any other indebtedness of Mortgagor to Mortgagee, whether interest, damages for failure to pay principal or any installment thereof, taxes, installments of principal, or any other debt required to be paid under the terms thereof, as the same become due, without regard to whether or not the debt secured by the Mortgage shall be due and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure, or other actions, for a default or defaults by Mortgagor existing at the time such earlier action was commenced. The rights of Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative, and none of them shall be in exclusion of the others. No act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

Sale.

17. If all or any part of the Premises or any interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee may, at its option, declare all Indebtedness Secured Hereby to be immediately due and payable.

No Discharge.

18. No transfer of the Premises by Mortgagor and no extension of time of payment or other indulgence after such transfer shall operate to release or discharge Mortgagor, it being agreed that the liability of Mortgagor shall continue as principal until all of the Indebtedness Secured Hereby is paid in full, notwithstanding any transfer of said Premises, extension of time or

other indulgence to the then owner, or other act which might otherwise constitute a discharge of a surety.

Late Charge.

19. The Mortgagee may collect a "late charge" not to exceed an amount equal to five percent (5) of any installment, which is not paid within FIFTEEN DAYS (15) from the due date thereof, to cover the extra expense involved in handling delinquent payments, which late charge shall be due prior to the due date of the succeeding installment.

Successors.

20. All of the covenants and conditions hereof shall run with the land and shall be binding upon the heirs, representatives, successors and assigns of Mortgagor, and shall inure to the benefit of the successors and assigns of Mortgagee. Any reference herein to "Mortgagee" shall include the successors and assigns of Mortgagee.

Joint and Several.

21. All nouns, pronouns and relative terms relating to Mortgagor shall be deemed to be masculine, feminine or neuter, singular or plural, as the context may indicate. If Mortgagor consists of more than one person, their liability hereunder shall be joint and several.

Other Security.

22. The Notes secured by this Mortgage is or may also be secured by a Security Agreement, an Assignment of Rents or other security instruments. Any default under any instrument or agreement delivered to secure the Indebtedness Secured Hereby shall be deemed an act of default by Mortgagor hereunder, entitling Mortgagee to all remedies granted it upon default hereunder. Any act of default by Mortgagor under this Mortgage shall be deemed an act of default by Mortgagor under any other instrument or agreement given to secure the Indebtedness Secured Hereby, entitling Mortgagee to all remedies granted it upon default thereunder.

Marginal Headings.

23. The marginal headings are inserted merely for convenience and shall not modify the terms of this instrument in any respect.

Notes.

24. This Mortgage is given as additional security for business loans made or to be made by Mortgagee to Mortgagor and is secured by, and such future advances are subject to, the terms and conditions of a certain security agreement of even date herewith in Mortgagor's Inventory and accounts receivable. The repayment of such future advances, with interest, is also secured by this Mortgage, provided that such future advances together with principal sums then unpaid which are secured by this Mortgage do not exceed FIFTY TWO THOUSAND AND NO/100 Dollars (\$ 52,000.00). The future advances, with interest, shall be secured by this Mortgage when evidenced by Notes stating that the Notes are secured hereby.

Failure to Complete Construction.

25. In the event Mortgagor shall not complete the construction of any building or buildings now being erected or to be erected on the Premises, in accordance with plans and specifications submitted to the Mortgagee and to the satisfaction of the

Mortgagee, on or before , 19 , or if work on said construction should cease before completion and the work should remain abandoned for a period of thirty (30) days, then and in either event, the entire indebtedness secured by this Mortgage shall at once become due and payable, at the option of the Mortgagee.

Completion of Construction by Mortgagee.

26. In the event of abandonment, for the period of thirty (30) days, of work on the construction of any building or buildings now being erected or to be erected on any of the Premises, the Mortgagee may, at its option, enter the Premises and complete the construction of the building or buildings. The Mortgagor hereby gives to the Mortgagee full power and authority to make such entry and to enter into such contracts or arrangements as may be necessary to complete the building or buildings; and all amounts expended by Mortgagee in connection with such completion and construction shall be deemed to have been paid to Mortgagor and secured hereby, and shall be due and payable by Mortgagor to Mortgagee on demand, with interest at the rate set forth in the Notes. In the event of any default, Mortgagor hereby constitutes and appoints Mortgagee its true and lawful attorney-in-fact with full power of substitution in the Premises, to complete the construction in the name of Mortgagor.

Partial Release.

27. If there has been no default in any of the terms of this Mortgage, the Mortgagee shall give partial releases of lots from the lien of this Mortgage, on the following terms and conditions:

(a) The Premises shall have been subdivided into no less than lots of approximately equal size and a final plat thereof recorded pursuant to the provisions of the Sub-division Control Act of 1967 (M.C.L.A. §560.101 et seq.).

(b) Mortgagor shall pay to Mortgagee the sum of Dollars (\$) plus interest to the date of payment, for each such lot which Mortgagor desires to be so released. Such payment shall be on account of the principal then outstanding under the Notes.

IN WITNESS WHEREOF, the said Mortgagor has caused these presents to be executed the day and year first above written.

Signed and Delivered in
Presence of:

Larry B. Wood
Larry B. Wood
Carolyn A. Seelye
Carolyn A. Seelye

MORTGAGOR

Joe D. Fitzpatrick
Joe D. Fitzpatrick
Luella V. Fitzpatrick
Luella V. Fitzpatrick

STATE OF MICHIGAN)
COUNTY OF Calhoun) ss.

On this 8th day of January , 1988, before me personally appeared Joe D. Fitzpatrick and Luella V. Fitzpatrick to me known to be the persons described in and who executed the

1440 242

Larry W. Wood
Larry W. Wood
Notary Public, Calhoun County,
Michigan
My commission expires: 3/12/90

LIBR 1440 PAGE 243

EXHIBIT A

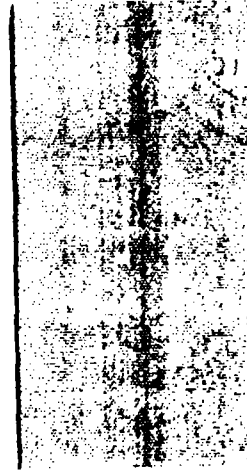
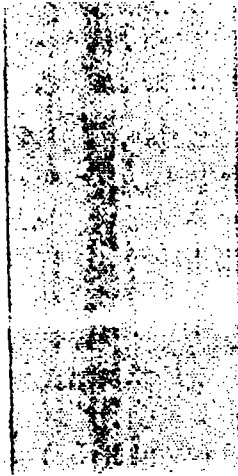
THE LAND REFERRED TO IN THIS COMMITMENT IS LOCATED IN SHERIDAN TOWNSHIP, CALHOUN COUNTY, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 2 SOUTH, RANGE 4 WEST, SHERIDAN TOWNSHIP, CALHOUN COUNTY, MICHIGAN AND BEING MORE SPECIFICALLY DESCRIBED AS COMMENCING AT THE EAST 1/4 POST OF SAID SECTION 36; THENCE SOUTH 01 DEGREE 03' 00" EAST ALONG THE EAST LINE OF SAID SECTION 36, 47.57 FEET FOR THE PLACE OF BEGINNING OF THIS DESCRIPTION AND BEING THE SOUTHEAST CORNER OF PREMISES DESCRIBED IN DEED RECORDED IN LIBER 554 ON PAGE 55, HENCE CONTINUING SOUTH 01 DEGREE 03' 00" EAST ALONG THE EAST LINE OF SAID SECTION 36, 337.74 FEET, THENCE NORTH 88 DEGREES 21' 00" WEST 666.57 FEET; THENCE NORTH 00 DEGREES 34' 30" WEST 80.52 FEET; THENCE SOUTH 88 DEGREES 29' 00" EAST 90.59 FEET TO THE SOUTHEAST CORNER OF PREMISES DESCRIBED IN DEED RECORDED IN LIBER 802 ON PAGE 197, THENCE NORTH 02 DEGREES 40' 00" WEST 483.17 FEET (RECORDED AS NORTH 01 DEGREE 40' 00" WEST 482.70 FEET) TO THE SOUTHERLY RIGHT OF WAY LINE OF MICHIGAN AVENUE (SO-CALLED); THENCE NORTH 72 DEGREES 34' 0" EAST ALONG SAID LINE 376.66 FEET; THENCE NORTHEASTERLY ALONG SAID LINE AND THE ARC OF A CURVE TO THE LEFT 135.38 FEET, RADIUS 4330.18 FEET, CENTRAL ANGLE 1 DEGREE 47' 26", CHORD BEARING NORTH 71 DEGREES 40' 17" EAST 135.37 FEET TO THE WESTERLY LINE OF PREMISES DESCRIBED IN DEED RECORDED IN LIBER 554 ON PAGE 55, THENCE SOUTH 01 DEGREE 03' 00" EAST 400.09 FEET; THENCE NORTH 88 DEGREES 38' 00" EAST 97.70 FEET TO THE PLACE OF BEGINNING.

BEING A PART OF LOT NO. 27 OF SUPERVISOR'S PLAT OF SECTION 36, TOWN 2 SOUTH, RANGE 4 WEST, SHERIDAN TOWNSHIP, CALHOUN COUNTY, MICHIGAN, AS RECORDED IN LIBER 9-A OF PLATS, ON PAGES 7, 8, 9 AND 10, IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALHOUN COUNTY, MICHIGAN.

Pt 27 SHRDTE 31

LIBER 1440 PAGE 244



Joe D. & Luella V. Fitzpatrick

the undersigned, being duly sworn, gives notice:

1. To lien claimants and subsequent purchasers:

Take notice that work is about to commence on an improvement to the real property described in this instrument. A person having a construction lien may preserve the lien by providing a Notice of Furnishing to the designee named herein and by timely recording a claim of lien, in accordance with law.

A person having a construction lien arising by virtue of work performed on this improvement should refer to the name of the owner or lessee and the legal description appearing in this notice. A person subsequently acquiring an interest in the land described is not required to be named in a claim of lien.

A copy of this notice with an attached form for notice of furnishing may be obtained upon making a written request to the herein named owner or lessee, the designee, or _____, the contractor.

2. Owner or lessee of the real property contracting for the improvement:

Name: Joe D. & Luella V. FitzpatrickAddress: 13151 W Michigan 49269Capacity: Owner

3. Fee owner of the real property:

Name: Joe D. & Luella V. FitzpatrickAddress: 13151 W Michigan 49269

4. Owner or lessee's designee:

Name: _____

Address: _____

5. Contractor to be making the improvement:

Name: Hoyt Construction

Address: _____

Nature of improvement Construction

6. The legal description of the real property on which the improvement is to be made is as follows: A parcel of land in the southeast 1/4 of the northeast 1/4 and in the northeast 1/4 of the southeast 1/4 of Section 36, town 2 south, range 4 west, Sheridan township, Calhoun County, Mich. and being more specifically described as commencing at the east 1/2 post of said section 36; thence south 01 degree 03' 00" east along the east line of said section 36, 47.57 feet for the place of beginning of this description and being the southeast corner of premises described in deed recorded in Liber 554 on page 55, thence continuing south 01 degree 03' 00" east along the east line of said section 36, 337.74 feet, thence north 88 degrees 21' 00" west 666.57 feet; thence north 00 degrees 34' 30" west 80.52 feet; thence south 88 degrees 29' 00" east 90.59 feet to the southeast corner of premises described in deed recorded in Liber 802 on page 197, thence north 02 degrees 40' 00" west 483.17 feet (recorded as north 01 degree 40' 00" west 482.70 feet to the southerly right of way line of Michigan avenue (so-called); thence north 72 degrees 34' 0" east along said line 376.66 feet; thence northeasterly along said line and the arc of (over)

Verification of the truth and accuracy of the statements and contents of this NOTICE OF COMMENCEMENT is hereby made as required by Section 108 (2) (f) of P.A. 1980, No. 497.

Date: Jan 11, 1988

Name and Address of Drafter:

Larry D. WoodChemical Bank South200 W. Cass St.Albion, Mich. 49224

Subscribed and sworn to before me this _____

11 day of January, 1988Larry D. WoodNotary Public Larry D. WoodCalhoun

County, Michigan

My Commission Expires 3/12/90

RECORDED

JAN 17 11 10 AM '88

1441 - 215

LIBER 1441 PAGE 273

420-10
a curve to the left 135.38 feet, radius 4330.18 feet, central angle 1 degree 47'.26",
chord bearing north 71 degrees 40' 17" east 135.37 feet to the westerly line of premises
described in deed recorded in Liber 554 page 55, thence south 01 degree 03' 00" east
400.09 feet; thence north 88 degrees 38' 00" east 97.70 feet to the place of beginning.

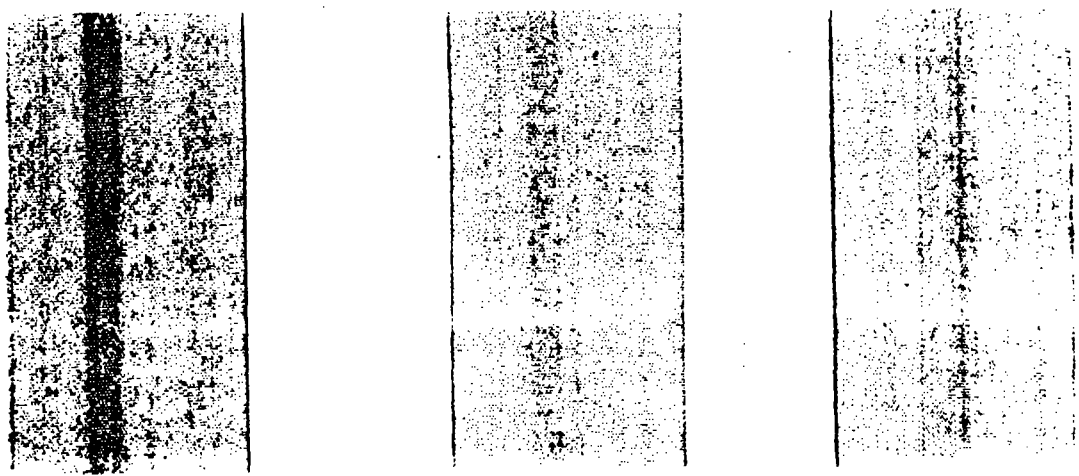
Being a part of Lot no 27 of supervisor's plat of Section 36, town 2 South, range 4
west, Sheridan township, Calhoun County, Michigan, as recorded in Liber 9-A of plats,
on pages 7, 8, 9, and 10, in the office of the Register of Deeds for Calhoun County
Michigan.

Pt 27 SHRDTE SH

LIBER 1441 PAGE 274

RECORD J. GRAY
CLERK - REGISTER
CALHOUN COUNTY
1441#
274#
DEED 5.00 0
DEED 2.00 0
C 7.00 TL
RECORDED 01 1 01 27 89

1000



Dec 21 11:00 AM '87

7-88

1438-68

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS, that PPG INDUSTRIES, INC., a corporation, whose post office address is One PPG Place, Pittsburgh, Pennsylvania 15272; PPG OIL & GAS CO., INC., a corporation, whose post office address is 2250 Enterprise Drive, Mt. Pleasant, Michigan 48858, and WILLMET, INC., a corporation, whose post office address is 201 North Main Street, Mt. Pleasant, Michigan 48858, herein collectively Assignor to the extent of their respective interests, but not otherwise, for a valuable consideration paid by MARATHON OIL COMPANY, an Ohio corporation, whose post office address is 539 South Main Street, Findlay, Ohio 45840, herein Assignee, do hereby transfer, convey and assign to Assignee, without warranty of any kind, express or implied, all of Assignor's right, title and interest in and to the Oil and Gas Leases described in Exhibit A annexed hereto and made a part hereof, insofar only as said Leases cover lands in Calhoun County, Michigan, together with Assignor's oil and gas wells situate thereon, lease facilities, easements, rights-of-way, and gathering lines appurtenant thereto, subject, however, to all of the terms and provisions of said Leases. Assignee hereby assuming and agreeing to perform such terms and provisions.

IT IS UNDERSTOOD AND AGREED that, as to the leasehold estates hereby assigned, this Assignment is also subject to all overriding royalties presently imposed on said Leases, contracts for sale of production, unitization and pooling agreements or arrangements, farmout and farm-in agreements, and each and every existing burden of record.

This Assignment is pursuant to a Purchase and Sale Agreement between PPG Industries, Inc. and Assignee bearing date as of October 21, 1987, and the terms thereof are incorporated herein by express reference.

This Assignment is effective as of 7:00 a.m. on December 15, 1987, 1987.

LIBER 1438 PAGE 68

IN WITNESS WHEREOF, these presents are executed this 9th day of December, 1987.

Witnesses:

Anthony Cerminaro
Anthony Cerminaro
Thomas L. Butera
Thomas L. Butera

PPG INDUSTRIES, INC. (Assignor)

By R. M. Rompala
R. M. Rompala, Vice President

Attest:

Helen A. Pavlick
Helen A. Pavlick, Assistant Secretary

Witnesses:

Anthony Cerminaro
Anthony Cerminaro
Thomas L. Butera
Thomas L. Butera

PPG OIL & GAS CO., INC. (Assignor)

By R. M. Rompala
R. M. Rompala, Vice President

Attest:

Helen A. Pavlick
Helen A. Pavlick, Assistant Secretary

Witnesses:

Anthony Cerminaro
Anthony Cerminaro
Thomas L. Butera
Thomas L. Butera

WILLMET, INC. (Assignor)

By R. M. Rompala
R. M. Rompala, Vice President

Attest:

Helen A. Pavlick
Helen A. Pavlick, Assistant Secretary

Witnesses:

Jeffrey L. Benson
Jeffrey L. Benson
Anthony Cerminaro
Anthony Cerminaro

MARATHON OIL COMPANY
(Assignee)

By V. G. Beghini
Name/Title V. G. Beghini, President

Attest:

F. H. Jones
Name/Title F. H. Jones, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ALLEGHENY)

The foregoing instrument was acknowledged before me this 9th day of December, 1987, by R. M. Rompala, a Vice President of PPG Industries, Inc., a Pennsylvania corporation on behalf of the corporation.

IN WITNESS WHEREOF I have hereunto set my hand and notarial seal this 9th day of December, 1987.


Notary Public

My commission expires: 1-8-90

ELAINE T. POLENS, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JAN. 8, 1990
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ALLEGHENY)

The foregoing instrument was acknowledged before me this 9th day of December, 1987, by R. M. Rompala, a Vice President of PPG Oil & Gas Co., Inc., a Delaware corporation on behalf of the corporation.

IN WITNESS WHEREOF I have hereunto set my hand and notarial seal this 9th day of December, 1987.


Notary Public

My commission expires: 1-8-90

ELAINE T. POLENS, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JAN. 8, 1990
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ALLEGHENY)

The foregoing instrument was acknowledged before me this 9th day of December, 1987, by R. M. Rompala, a Vice President of Willmet, Inc., a Michigan corporation on behalf of the corporation.

IN WITNESS WHEREOF I have hereunto set my hand and notarial seal this 9th day of December, 1987.


Notary Public

My commission expires: 1-8-90

ELAINE T. POLENS, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JAN. 8, 1990
Member, Pennsylvania Association of Notaries

STATE OF Pennsylvania)
) ss
COUNTY OF Allegheny)

The foregoing instrument was acknowledged before me this 15th day of December, 1987, by V. G. Beghini, a President of Marathon Oil Company, an Ohio corporation on behalf of the corporation.

IN WITNESS WHEREOF I have hereunto set my hand and notarial seal this 15th day of December, 1987.


Notary Public

My commission expires: 1-8-90

SUSAN A. ALLAN, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JAN. 8, 1990
Member, Pennsylvania Association of Notaries

This instrument prepared by:

T. L. Butera, Esquire
Attorney at Law
One PPG Place
Pittsburgh, PA 15272

A 30-1

CERTIFICATE OF ERROR

RECORDED

MAY 16

11 49 AM '88

E. WA

Voucher Number 96/1988

REGISTER
CALHOUN COUNTY, MICH

☒ On deed to State of Michigan (Section 98b)

☐ On tax deed to purchaser (Section 98)

Robert A. Bowman, State Treasurer, by his authorized representative,
Donald Bengel, Administrator, Local Property Services Division,
Department of Treasury, hereby certifies that the following described lands appearing
on deed(s) issued by Robert A. Bowman to State of Michigan

on the 1st day of June, 19 87,
and recorded in Liber 1433, Page 733, was erroneously executed and delivered for
the reason herein stated to wit: Description erroneous; degrees cannot go over
90--W 97D 71' N to c1 NEly to POB

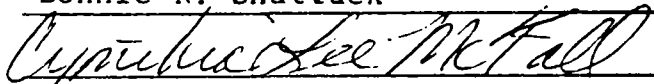
Sale 1056, Calhoun County, Township of Sheridan, Supervisors Plat Sec 36
Lot 27 exc beg c/1 US 12 & E lot li S 460' W 97D 71' N to c/1 NEly to POB
exc beg NW cor of said lot th S 406.95 ft, E 235' N 482' S 72D 34' W 232'
to POB exc US 12 r/w also exc beg at E $\frac{1}{4}$ post th S 01D 03' E 47.57' to POB
S 01D 03' E 337.74' th N 88D 21' W 666.57' th N 00D 34' 30" W 80.52' th S
88D 29' E 90.59' th N 02D 40' W 483.17'
193620360000

In testimony whereof, I hereby set my hand and seal at Lansing, this 27th day of
April, 19 88.

Signed and sealed in presence of:



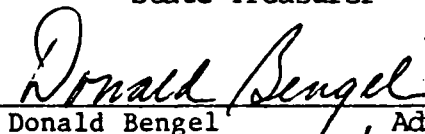
Bonnie R. Shattuck



Cynthia Lee McFall

Robert A. Bowman

State Treasurer

By 
Donald Bengel, Administrator

Drafted by Florence Wessling

Local Property Services Division
Treasury Building
Lansing, Michigan 48922

STATE OF MICHIGAN)
County of Ingham) ss

LIGER 1450 PAGE 842

On this 27th day of April A.D., 19 88, before me, a Notary Public, in
and for said County, personally came the above named Donald Bengel,
Administrator, Local Property Services Division, Department of Treasury, known to me
to be the person who executed the foregoing instrument and acknowledged the same to be
his/her free act and deed and the free act and deed of said State Treasurer.



Joan M. Colbert, Notary Public
Ingham County, Michigan

My Commission expires July 27, 1991